



AGENDA, TROY CITY COUNCIL
MONDAY, JULY 6, 2015, 7:00 P.M.
COUNCIL CHAMBERS, CITY HALL

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

Excuse Mr. Clark
Excuse Mr. Kendall

excuses by motion/second/roll call vote
" "

PUBLIC HEARING

Annual Tax Budget R-30-2015

SUMMARY OF MINUTES

June 15, 2015

motion/second/roll call vote

COMMITTEE REPORTS

Citizen comments on committee reports or agenda items – two minute limit

RESOLUTIONS

R-30-2015	Adopt Annual Tax Budget	EMERGENCY	1 st Reading
R-31-2015	Downtown Building Repair Loan to Troy Community Works related to 1 – 3 E. Main Street, \$850,000	EMERGENCY	1 st Reading
R-32-2015	Enterprise Zone Tax Abatement, Clopay Building Products Co., Inc. expansion	EMERGENCY	1 st Reading
R-33-2015	Small Business Development Revolving Loan to Clopay Building Product Co., Inc. \$250,000	EMERGENCY	1 ST Reading

ORDINANCES

O-16-2015	Issuance and sale of bonds in amount of \$9,000,000 for the Riverfront Development Project (Hobart Arena and part of Treasure Island)	EMERGENCY	1 st Reading
O-17-2015	Accept dedication of a right-of-way, S. Stanfield Rd. & Commerce Center Blvd		1 st Reading
O-18-2015	Accept final record plan of the StoryPoint Commercial Planned Development		1 st Reading
O-19-2015	Sell portion of Stonebridge Park		1 st Reading

COMMUNICATIONS/ANNOUNCEMENTS

COMMENTS: Mayor, Director of Public Service & Safety, Director of Law, Auditor, Council President

COMMENTS: Council

COMMENTS: Staff

EXECUTIVE SESSION: (BY MOTION, SECOND AND ROLL CALL VOTE) Retire into Executive Session to consider the purchase or sale of property for public purpose.

RETURN TO REGULAR SESSION: (BY MOTION, SECOND AND ROLL CALL VOTE)

ADJOURN

NOTE: Committee meetings may take place prior to or following Council meeting

CITY OF TROY MISSION STATEMENT:

Through sound and prudent leadership, the City of Troy is committed to sustaining its continued prominence as a regional hub by providing a well-balanced community for its residents, businesses and visitors, consisting of a vibrant downtown, growing economic base, strong educational environment, and plentiful recreational opportunities strengthened by public/private cooperation and grounded in financial stability.

DISPOSITION OF ORDINANCES AND RESOLUTIONS

Date of Meeting: July 6, 2015

Troy City Council Meeting

[illegible]

MINUTES OF COUNCIL

A regular session of Troy City Council was held Monday, June 15, 2015, at 7:00 p.m. in Council Chambers.

Members Present: Kendall, Oda, Phillips, Schweser, Snee, Tremblay and Twiss.

Upon motion of Mr. Kendall, seconded by Mr. Schweser, Mr. Heath was excused from this meeting by unanimous roll call vote.

Upon motion of Mr. Phillips, seconded by Mr. Twiss, Mr. Clark was excused from this meeting by unanimous roll call vote.

Presiding Officer: Martha A. Baker, President of Council

Others Present: Michael L. Beamish, Mayor
Patrick E. J. Titterington, Director of Public Service and Safety
Grant Kerber, Assistant Director of Law

INVOCATION: The meeting began with the Pledge of Allegiance, followed by an invocation given by Mayor Beamish.

MINUTES: The Clerk gave a summary of the minutes of the June 1, 2015, meeting of Troy City Council. There were no corrections or additions to these minutes. A motion was made by Mr. Kendall, seconded by Mr. Phillips, to approve these minutes. Motion passed by unanimous roll call vote.

COMMITTEE REPORTS:

Personnel Committee: Mr. Twiss reported that Committee considered a new FLSA exempt position of Concessions/Food & Beverage Manager to oversee all concession operations at both the Hobart Arena and the Troy Aquatic Park (TAP), which would bring the operation of the non-alcoholic food and beverage concessions at the Arena in-house to make concession purchases more convenient for the customer and positively impact concession revenues, with an estimated \$21,000 per year increase in net revenues once renovations are complete. Committee supports the recommendation of the Troy Recreation Board and recommends that legislation be prepared to amend the salary ordinance to establish the position of Concessions/Food & Beverage Manager at the pay grade of MGT -1 (range of \$47,994.95 - \$56,233.02).

Report signed by Kendall and Twiss.

Discussion.

In response to Mr. Schweser, Mr. Titterington responded that the position description was subject to the approval of the Civil Service Commission and there was no plan to have this new position oversee the concession at the golf course, although that could be discussed in the future.

In response to Mr. Phillips, Mr. Titterington responded that the plan is eventually to partner with non-profit organizations to serve as concession volunteers with the organization receiving financial compensation, and he concurred that operating the concessions in-house will allow the City to track revenues.

In response to Mrs. Baker regarding if operating concessions in-house was not financially beneficial and mid-year reporting, Mr. Titterington responded that a review of how well the operation is working could be part of the annual budget review, and any reporting would probably be after 18-24 months as while renovations are being done, the concession areas will be renovated as well and there may not be the same number of events for concession comparison purposes.

Streets & Sidewalks Committee: Mr. Phillips, Chairman, reported that Committee recommends legislation be prepared increasing the authorization for the North Market Street/Piqua-Troy Road/Troy-Urbana Road realignment project from \$780,300 to the amount of \$806,422.20. The additional costs are due to less than favorable soil conditions that resulted in instability and the need for significantly higher quantities of fill material. So that final payment can be made to the contractor, Committee supports emergency legislation.

Report signed by Snee and Phillips.

Utilities Committee: Mr. Tremblay, Chairman, reported that Committee recommends legislation be prepared expressing the intent of the City of Troy to negotiate jointly with other cities in the region on one price schedule under which street lighting services shall be provided. Recent negotiations have been conducted by the Miami Valley Communications Council (MVCC), and that organization is willing to negotiate the next contract on behalf of the participating communities. Those participating must indicate so by July 15. Due to the time frame in which the intent is to be transmitted, Committee supports emergency legislation.

Report signed by Twiss and Tremblay.

CITIZEN COMMENTS: none

RESOLUTION NO. R-29-2015

RESOLUTION INCREASING THE AUTHORIZATION FOR THE NORTH MARKET STREET/PIQUA-TROY ROAD/TROY-URBANA ROAD INTERSECTION REALIGNMENT PROJECT AND DECLARING AN EMERGENCY

This Resolution was given first title reading.

Mr. Phillips moved for suspension of rules requiring three readings. Motion seconded by Mr. Kendall.

Yes: Kendall, Schweser, Phillips, Oda, Tremblay, Snee and Twiss.

No: None.

Mr. Kendall moved for adoption. Motion seconded by Mr. Twiss.

Yes: Schweser, Phillips, Oda, Tremblay, Snee, Twiss and Kendall.

No: None.

RESOLUTION ADOPTED

ORDINANCE NO. O-14-2015

ORDINANCE AMENDING ORDINANCE NO. O-41-2012, AS AMENDED BY ORDINANCE NO. O-7-2013, FIXING SALARIES AND WAGES OF CERTAIN EMPLOYEES OF THE CITY OF TROY, OHIO

This Ordinance was given first title reading.

Mr. Kendall moved for suspension of rules requiring three readings. Motion seconded by Mr. Schweser.

Yes: Phillips, Oda, Tremblay, Snee, Twiss, Kendall and Schweser.

No: None.

Mr. Phillips moved for adoption. Motion seconded by Mr. Schweser.

Yes: Oda, Tremblay, Snee, Twiss, Kendall, Schweser and Phillips.

No: None.

ORDINANCE ADOPTED

ORDINANCE NO. O-15-2015

AN ORDINANCE EXPRESSING THE CITY'S INTENT TO NEGOTIATE JOINTLY WITH OTHER CITIES IN THE REGION ON ONE PRICE SCHEDULE UNDER WHICH ELECTRIC LIGHT SERVICES SHALL BE FURNISHED TO THE RESIDENTS OF THE CITY FOR THE PURPOSE OF STREET LIGHTING

This Ordinance was given first title reading.

Mr. Schweser moved for suspension of rules requiring three readings. Motion seconded by Mr. Twiss.

Yes: Tremblay, Snee, Twiss, Kendall, Schweser, Phillips and Oda.

No: None.

Mr. Kendall moved for adoption. Motion seconded by Mr. Twiss.

Yes: Snee, Twiss, Kendall, Schweser, Phillips, Oda and Tremblay.

No: None.

ORDINANCE ADOPTED

COMMENTS OF THE MAYOR: Mayor Beamish commented as follows:

-The past weekend was the start of the downtown Farmers Market.

-A number of concerts are scheduled for Prouty Plaza, including the Cincinnati Symphony (6-25), the 122nd Army National Guard Band (7-2), and the just announced Air Force Band of Flight "Systems Go" Rock Band (8-23).

-The Dayton Philharmonic is offering greatly reduced \$12 tickets to area residents for a July 10 concert at the Schuster Center.

COMMENTS OF THE DIRECTOR OF PUBLIC SERVICE AND SAFETY:

Mr. Titterington noted that City offices will be closed July 3, with recycling and refuse on schedule.

COMMENTS OF COUNCIL:

Mr. Schweser congratulated the 2015 Troy Strawberry Festival Chair Doug Stone and all the volunteers on a very successful festival.

There being no further business, the meeting adjourned at 7:23 p.m.

COMMITTEE REPORT
TROY CITY COUNCIL

TO: Mrs. Baker, President of Council

DATE: June 29, 2015

FROM: Buildings Committee

SUBJECT: **DOWNTOWN BUILDING REPAIR REVOLVING LOAN – 1-3 E. MAIN STREET FOR TROY
COMMUNITY WORKS**

SUMMARY: *(to be read at Council meeting)*

On June 29 this Committee met to consider the recommendation from the Downtown Loan Committee (DLC) for Council approval of a loan in the amount of \$850,000 from the Downtown Building Repair Revolving Loan Fund (DBR) to Troy Community Works (TCW) for the purchase and renovation of the building at 1-3 East Main Street.

This loan would be structured as a forgivable loan based on criteria that within five years the applicant is to rehab the building so that all three floors are ready for occupancy. If the criteria is not met, the loan will convert to a 3%, 25-year loan. Disbursements to TCW would only be made as work is completed or contracts authorized, and documentation presented to the City. Thus, while the loan would be allocated to TCW for 1-3 E. Main Street in the amount of \$850,000, it would not be paid out in a single lump sum.

Based on new procedures of the State, if the City is not in a position to reduce loan fund balances by making loans to qualified applicants, Troy's loan funds have been categorized as "stagnant" and are becoming a target to be recaptured by the State of Ohio. While this loan, as any loan, may carry some risk of not being repaid to the City, TCW is a non-profit community development corporation (CDC) with a mission focus on rehabilitating buildings in Downtown Troy. TCW would use the funds that would have been paid back to the City to see that other downtown buildings are likewise improved. TCW has a proven track record regarding improving a structure with DBR loan dollars, and is a qualified applicant for this loan.

RECOMMENDATION:

It is the recommendation of this Committee to support the recommendation of the Downtown Loan Committee and we recommend that legislation be prepared to approve a loan to Troy Community Works as outlined in this detailed report for the purchase and renovation of the building at 1 – 3 East Main Street. We support emergency legislation so that the loan can be closed in a timely manner. We further note that the legislation will recognize that this loan does deviate from the DBR Guidelines of a loan amount exceeding \$100,000.

Respectfully submitted,

Robin I. Oda

Bobby W. Phillips

Lynne B. Snee, Chairman
Buildings Committee

DETAILED REPORT:

On June 29, 2015, this Committee met to consider the recommendation from the Downtown Loan Committee (DLC) for Council approval of a loan in the amount of \$850,000 from the Downtown Building Repair Revolving Loan Fund (DBR) to Troy Community Works (TCW) for the purchase and renovation of the building at 1-3 East Main Street. This meeting was also attended by Mayor Beamish, Council President Baker, Council Members Clark, Heath, Schweser, Tremblay and Twiss, the City Auditor, members of the City staff, representatives of Troy Community Works, and citizens.

On June 17 the DLC met to review the application TCW submitted for a Downtown Building Repair Loan (DBR) in the amount of \$850,000 for the purchase of the property located at 1-3 East Main Street (aka the Saidleman Building or David's Shoes).

The building is currently vacant. In recent years it has housed retail on the first floor. The building has a prominent location on the Public Square, but currently needs extensive work, including to the interior, exterior and roof. This building is located on East Main Street, which is the area identified by Troy Main Street as

needing to be improved. The public purpose for this DBR loan is to assist with the re-occupancy and revitalization of a deteriorating vacant building located in the downtown historic district. Troy Community Works is a non-profit community development corporation (CDC) with a mission focus on rehabilitating buildings in Downtown Troy. Using loan proceeds, TCW would acquire the building and make much-needed basic improvements, such as roof and façade repairs, following CDBG requirements. As there are later tenants for the building, interior spaces would be fitted out based on the needs of those tenants. Such later work will be done as leasehold improvements by the tenants and/or TCW as funding is available.

The DLC recommended that a loan be approved to Troy Community Works related to the purchase and repair of the building at 1 - 3 East Main Street based on the following terms and conditions:

- \$850,000 loan to TCW to purchase and rehab the building located at 1-3 E. Main Street.
- Conventional 30 year loan deferred for five years at 0% during the construction period of the loan.
- One-fifth or 20% of the loan will be forgiven at the end of each year until a 0 balance is reached, on the condition that by the end of year five or earlier, the building rehab includes all three floors ready for occupancy.
- If the condition is not met, the remaining balance of the loan will convert to a 3%, 25 year term loan.
- Collateral: First position lien on the building.

While this is a large loan, and a forgivable loan under certain conditions, it was also discussed that:

- Initial loan funds were actually federal grant dollars, distributed by the State of Ohio to political subdivisions to provide loans for the purpose of community revitalization, especially in downtown areas.
- As loans have been repaid, the City has had funds to loan to other qualifying applicants. Currently, annual repayments are approximately \$170,000.
- This loan opportunity comes at a good time for the City's DBR program due to changes recently made to Community Development Block Grant (CDBG) rules by the Ohio Development Services Agency's Office of Community Development (OCD). The OCD has indicated that loan funds with high fund balances are likely to be labeled as "stagnant" by the State and sanctions that can be imposed include the OCD recapturing CDBG Program Income. The City of Troy's loan funds have been categorized as "stagnant" and therefore are a target to be recaptured.
- While the funds being loaned would not be returned to the City if the applicant meets the conditions, as TCW is a non-profit community development corporation (CDC) with a mission focus on rehabilitating buildings in Downtown Troy, TCW would re-invest those funds in other downtown building improvement projects as central to its mission as a CDC.
- With the combined loan fund balances, there are funds available for this loan, with a small balance left to consider other applicants.
- Should the loan default, there are recourses for the funds to be recovered, based on the conditions and the lien on the building.
- TCW has a proven track record with improving a structure with DBR loan proceeds.
- Disbursements to TCW would only be made as work is completed or contracts authorized, and documentation presented to the City. Thus, while the loan would be allocated to TCW for 1-3 E. Main Street, it would not be paid out in a single lump sum.

RECOMMENDATION:

It is the recommendation of this Committee to support the recommendation of the Downtown Loan Committee and we recommend that legislation be prepared to approve a loan to Troy Community Works as outlined in this detailed report for the purchase and renovation of the building at 1 – 3 East Main Street. We support emergency legislation so that the loan can be closed in a timely manner. We further note that the legislation will note that this loan does deviate from the DBR Guidelines of a loan amount exceeding \$100,000.

Cc: Council, Mayor, Mr. Livingston, Mr. Stickel, Mr. Titterington, Clerk, staff, media

COMMITTEE REPORT
TROY CITY COUNCIL

TO: Mrs. Baker, President of Council
FROM: Community & Economic Development Committee
SUBJECT: FINAL RECORD PLAN, STORYPOINT PLAT PD

DATE: June 29, 2015

SUMMARY REPORT: *(to be read at Council meeting)*

Committee members Schweser and Twiss met on June 29 to consider the recommendation forwarded from the Troy Planning Commission to approve the Record Plan for the StoryPoint Plat, which is the senior living facility to be located off Towne Park Drive.

RECOMMENDATION: *(to be read at Council meeting)*

As the Record Plan of the StoryPoint Plat conforms to the General Plan approved by Council and conforms to the Final Development Plan approved by the Troy Planning Commission, it is the recommendation of this Committee that legislation be prepared accepting the Record Plan of the StoryPoint Plat. The developer has requested that three readings be suspended so that as much work as possible can be accomplished prior to the winter season, and we are supportive of that request.

Respectfully submitted,

Thomas M. Kendall

John W. Schweser

William C. Twiss, Chairman
Community and Economic Development Committee

DETAILED REPORT:

Committee members Schweser and Twiss met on June 29, 2015 to consider the recommendation forwarded from the Troy Planning Commission that Council should approve the Record Plan for the StoryPoint Plat, which is the senior living facility to be located off Towne Park Drive. The meeting was also attended by Council Members Oda, Clark, Phillips, Heath and Tremblay, the City Auditor, members of the City staff, and citizens.

The Planned Development process requires three steps for approval:

- The first step is the General Plan, which was previously approved by the Planning Commission and Council as part of the recent zoning change of this parcel to a PD.
- The second step is the Final Development Plan, which only requires review and approval by the Planning Commission. On June 24, the Planning Commission determined that the Final Development Plan conforms to the approved General Plan, and approved the Final Development Plan.
- The third step is the Record Plan, which requires the review and approval of the Planning Commission, and then the review and approval by City Council. On June 24, the Planning Commission determined that the Record Plan of the StoryPoint Plat conforms to the approved General Plan and Final Development Plan.

The Troy Planning Commission recommended that Council approve the StoryPoint Record Plan. A copy of that plan is attached.

RECOMMENDATION:

As the Record Plan of the StoryPoint Plat conforms to the General Plan approved by Council and conforms to the Final Development Plan approved by the Troy Planning Commission, it is the recommendation of this Committee that legislation be prepared accepting the Record Plan of the StoryPoint Plat. The developer has requested that three readings be suspended so that as much work as possible can be accomplished prior to the winter season, and we are supportive of that request.

Encl.

Cc: Council, Mayor, Mr. Livingston, Mr. Stickel, Mr. Titterington, Clerk
file, media



Where, however, the zoning ordinances of the City of Troy require greater setback, no building structure shall be erected within the minimum setback area provided for therein.

The setback areas are to be used exclusively for utilities, landscaping, lawns, driveways, area walks and off-street parking, providing, however, that no off-street parking be allowed in any front yard setback. Parking shall not be permitted within 10 feet on a right-of-way line on a dedicated street.

- b. **Construction.** Building constructions and designs should be such as to create a completed structure with four (4) attractive sides of high quality rather than creating a front elevation of significantly different materials from side and rear elevations. The side of any structure that is not facing a public right of way may be constructed of approved materials of the basic design used in the structure.
- c. **Parking.** Employee/Customer/Owner/Tenant parking will not be permitted on the private or publicly dedicated streets and it will be the responsibility of the Owner to provide the necessary parking facilities. Parking requirements shall be as follows:
 - i. The senior living use shall provide a minimum of one parking space per 1,000 square feet of gross floor space unless otherwise approved by Troy City Council.
 - ii. All parking areas shall be properly maintained by Owner.
- d. **Building Materials.** No exterior walls, including a rear wall, shall be permitted with exposed galvanized sheet, metal siding, concrete block, or light weight aggregate block, whether painted or not. All major equipment including but not limited to air conditioning equipment, heating equipment, electrical transformers, and dumpsters shall be screened from view with material consistent with the building material. Owner agrees to develop the building on the Property with a combination of vinyl siding and a minimum of: 50%-70% on the 2 story north front elevation, 20%-30% on the north 3 story elevation, approximately 15% on the east and west elevation and 15% on the south 1 story elevation either brick or stone on the exterior and all sides of the building as shown in Exhibit B, described as II. Entry – Brick Option or II. Entry-Stone Option Revised
- e. **Waste and Refuse.** All materials or refuse, combustible or non-combustible, should be stored and maintained in closed containers. Such containers shall be shielded from view by permanent fully enclosed structures or screens using similar materials of the primary structure and consistent with the design of the building. Such containers shall be kept in a clean and sanitary condition.

PROTECTIVE COVENANTS AND RESTRICTIONS AGREEMENT

THIS PROTECTIVE COVENANTS AND RESTRICTIONS AGREEMENT (this "Agreement") is entered into on this ____ day of ____, 2015, by and between the CITY OF TROY ("City"), and UNIFIED PROPERTY GROUP, LLC, a Michigan limited liability company, or its assigns ("Owner").

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Property referred to herein, Owner hereby declares that all of the real property described herein shall be held, sold, conveyed and transferred subject to the easements, covenants, conditions and restrictions contained herein, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in such Property.

RECITALS:

- A. Owner is the owner of that certain real property located in the City of Troy, County of Miami, State of Ohio (the "Property") as legally described in Exhibit "A".
- B. City and Owner desire to enter into this Agreement to set forth certain protective covenants and restrictions relating to the Property.

NOW THEREFORE, in consideration of the covenants hereinafter set forth and other good and valuable consideration, City and Owner agree:

1. **PURPOSE.** It is the intent of these restrictive covenants to require that the Property be developed as an attractive, senior living development site, with ample landscaped open areas, attractive high quality structures, proper and desirable uses and appropriate development. The use of any portion of the Property shall all time conform to the applicable ordinances of the City of Troy, Ohio. In order to protect the owners, tenants and subtenants against improper use and to guard against violation of these goals, the following standards are enacted.
2. **STANDARDS.**
 - a. **Setbacks.** No building or structures shall be erected within the following minimum setback areas.
 - i. From side property line 25 feet
 - ii. From rear property lines 25 feet.
 - iii. From property lines abutting in the existing or proposed streets along highway rights of way – 25 feet
 - f. **Landscaping.** All open areas on a parcel not used for building, storage, parking, access roads and loading areas shall be suitably graded and drained and shall be seeded and maintained in grass and shall be further landscaped with trees and shrubs as to provide an attractive setting for the buildings and to screen parking, loading and road areas. The parking area of the site plan will have five percent (5%) of the interior parking area with landscaping per the City of Troy Zoning Code.
 - g. **Outside Storage and Equipment.** No outdoor storage shall be permitted except for a minimal amount of storage which shall be permitted in the carports. Minimal amount of storage shall be defined as no greater than 10% of each carport. In addition the Owner shall be permitted to use 100% of no more than two carports for the storage of tools and equipment provided the stored items cannot be seen from the roadway.
 - h. **Fences.** No fences, walls, hedges or mass planting shall exceed a height of 6 feet nor be erected or installed or permitted to remain within 30 feet of a property line or right-of-way line. Chain link fences are not permitted. Fencing shall be prohibited beyond the front plane of the buildings. Metal fencing shall be prohibited. Notwithstanding the foregoing, Owner shall be permitted to install a wrought iron fence around the detention pond in the event one is required. To the extent permissible under the City of Troy ordinance 521.07, the fence placed to hide trash storage shall be opaque.
 - i. **Building Coverage.** In no case shall coverage by building, access drives and parking exceed a total of seventy percent (70%) of the Property.
 - j. **Permitted Uses.** No more than forty percent (40%) of the Property may be used for retail uses which includes but is not limited to, retail store, café, bistro, pub style restaurant, beauty salons and fitness center. Any and all retail uses of the Property shall be confined to the interior of the building and used solely by the residents or families of the residents of the Senior Living Facility.
 - k. **Code Compliance.** This site will be developed in compliance with all applicable building, engineering, and zoning standards unless specifically stated within this agreement.
 - l. **Design Layout.** The design layout of the Property, including, but not limited to, buildings, sidewalks, parking areas, carports, and other amenities and structures of the Property shall follow the design layout of Exhibit C, which Exhibit C is incorporated herein by reference thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

- m. Sidewalks. It is the sole responsibility of the owner to maintain all sidewalks, walking trails, driving lanes and parking areas on the Property to City standards.
- n. Utilities. All utilities of the Property shall be located underground, including, but not limited to, telephone lines, cable lines, electric lines, water lines, sewer lines, etc.
- o. Solar Panels. No solar panels shall be permitted on the Property.
- p. Antennas and Satellite Dishes. No exposed or exterior radio or television transmission or receiving antennas, and no satellite dishes which exceed 24 inches in diameter shall be erected, placed, or maintained on any part of the Property.
- q. Swimming Pools. No outdoor swimming pools shall be permitted on the Property.
- r. Flag Poles. No more than three (3) flag poles are permitted on the Property provided that the top of the flag pole does not exceed the height of the principal structure.
- s. Vehicles. No boat, boat trailer, house trailer, camper, recreational vehicle, tent, or equipment or vehicle of a similar nature shall be parked or stored on the Property. This does not apply to necessary service vehicles to a limited period as may be necessary to service any part of the Property, provided that deliveries are made to the rear of the property. No inoperable motor vehicle shall be parked on any part of the Property. The repair of any motor vehicle on the Property is prohibited except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- t. Signs. All signs shall conform to the City Sign Code requirements for signs as defined under the commercial zoning district. Exterior advertising of retail uses are prohibited.
- u. Clothes Lines. The use of exterior clothes lines shall not be permitted.
- v. Covenants and Restrictions. The Property is required to adhere to the "Amended and Restated Declaration of Covenants and Restrictions," created by HARSON INVESTMENT LTD., as recorded on April 9, 2004 at the Miami County, Ohio Recorder Office, as included in Exhibit D.

CITY:
CITY OF TROY, a

By: _____
Its: _____

OWNER:
UNIFIED PROPERTY GROUP, a

By: _____
Its: _____

[Notarizations on Following Page]

[Signatures on Following Page]

[Notarization Page to Agreement]

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me the subscriber, a Notary Public in and for said county, personally appeared _____, as _____ of the CITY OF TROY, a _____, to me personally known, who by me duly sworn, did say that said instrument was signed on behalf of said company and acknowledged said instrument to be the free act and deed of the company.

_____, Notary Public
_____, County,
My commission expires: _____
Acting in _____ County

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me the subscriber, a Notary Public in and for said county, personally appeared _____, as _____ of the UNIFIED PROPERTY GROUP, a Michigan limited liability company, to me personally known, who by me duly sworn, did say that said instrument was signed on behalf of said company and acknowledged said instrument to be the free act and deed of the company.

_____, Notary Public
_____, County,
My commission expires: _____
Acting in _____ County

THIS DOCUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Adam P. Lumberg, Esq.
Sullivan, Ward, Asher & Patton, P.C.
25800 Northwestern - Suite 1000
Southfield, MI 48075
248-746-0700

LEGAL DESCRIPTION
PART OF INLOT NUMBER 6047
14.353 ACRES

Being a part of Inlot number 6047 as recorded in Recorder's Plat Book 10, page 116 and being located in the City of Troy, Miami County, Ohio and being more fully described as follows:

Beginning at an iron pin set in the northeast corner of Inlot number 9433 as recorded in Recorder's Plat Book 20, page 12 and being also in the southerly right of way line of Towne Park Drive;

thence, North 89°-29'-29" East, 504.86 feet, along the southerly right of way line of Towne Park Drive, to an iron pin set;

thence, Southeasterly, 264.99 feet, along the southwesterly right of way line of Towne Park Drive and the arc of a curve to the right having a radius of 170.00 feet, an internal angle of 89°-18'-32" and a chord 238.96 feet in length bearing South 45°-51'-15" East, to an iron pin set;

thence, South 01°-11'-59" East, 833.62 feet, along the westerly right of way line of Towne Park Drive, to an iron pin set in the northeast corner of Inlot number 10194 as recorded in Recorder's Plat Book 22, pages 18 and 18A;

thence, South 89°-09'-22" West, 175.64 feet, along the northerly line of Inlot number 10194, to an iron pin set;

thence, South 30°-43'-25" West, 50.61 feet, along the northwesterly line of Inlot number 10194, to an iron pin found in a division line for a part of Inlot 6047 as filed in the Miami County Engineer's Record of Lot Surveys Volume 24, Plat 13;

thence, North 59°-16'-35" West, 564.89 feet, along said division line, to an iron pin found in a southeasterly corner of the above referenced Inlot number 9433;

thence, North 00°-30'-31" West, 752.92 feet, along the easterly line of Inlot number 9433, to the principal place of beginning.

Containing 14.353 acres more or less and being subject to all legal highways and easements of record.

The above description was prepared by Steven E. Bowersox, Ohio Professional Surveyor number 7059, based on an actual field survey performed under his direction. The bearings used above are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, GEOID 12A, ODOT VRS CORS Network.

Plat of survey filed in Miami County Engineer's Record of Land Surveys Volume __, Plat __



St E Bowersox
6/19/2015



IL ENTRY - ORIGINAL STONE OPTION



IL ENTRY - BRICK OPTION

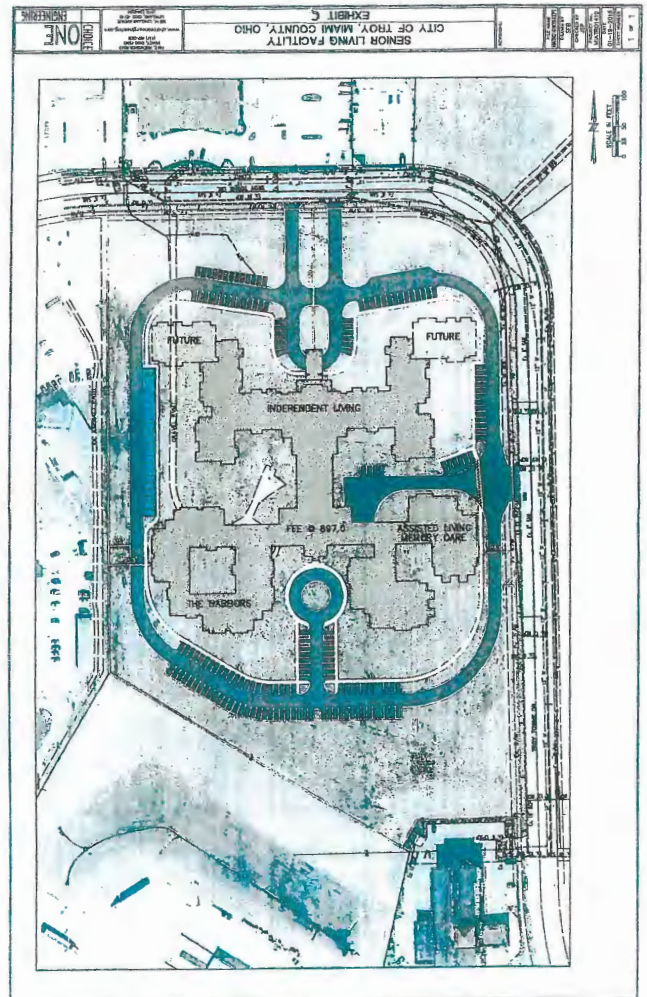
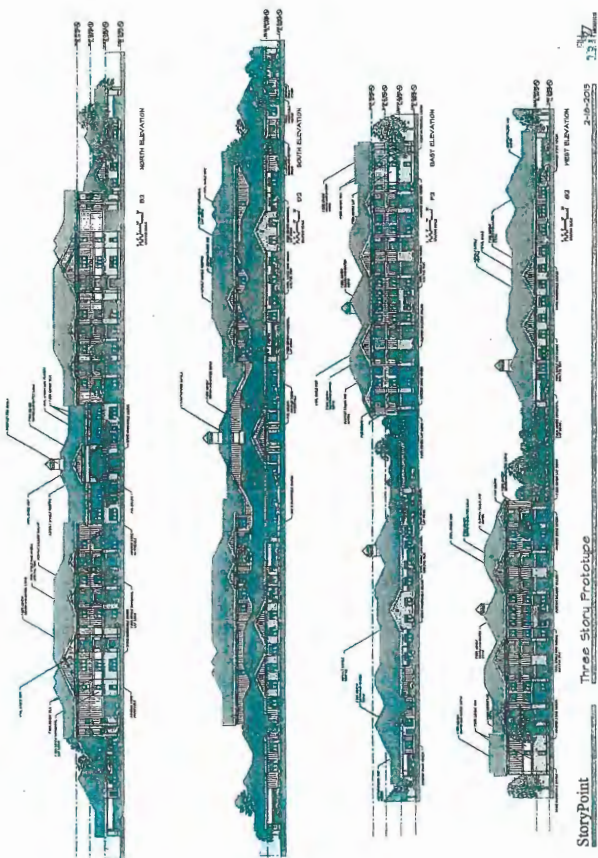


IL ENTRY - STONE OPTION REVISED

StoryPoint

THREE STORY PROTOTYPE

2-28-2015 JCB ARCHITECTS



AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS

This instrument is executed this 7th day of April, 2004 by Harson Investments, Ltd., an Ohio Limited Partnership, (the "Developer").

WHEREAS, Developer, pursuant to its power to amend provided in Article IV of the Declaration of Covenants and Restrictions dated June 6, 2003 and filed for record June 12, 2003 at Volume 0738, Page 459 of the Records of the Recorder of Miami County, Ohio (the "Declaration") amended that Declaration of Covenants and Restrictions by the Amendment to Declaration of Covenants and Restrictions dated September 16, 2003 filed at Volume 0742, Page 914 of the Records of the Recorder of Miami County, Ohio (the "Amendment"); and

WHEREAS, Developer now wishes to both extend the operation of the Declaration and the Amendment by including additional real estate and amending certain provisions in respect to the additional real estate to be included; and

WHEREAS, Developer wishes to restate the prior Declaration and Amendment in this document to provide clarity and avoid confusion;

NOW, THEREFORE, Developer, for valuable consideration, hereby declares that the following provisions, covenants and restrictions shall bind and run with the land subject hereto in perpetuity.

I. SUBJECT REAL ESTATE

The real estate which is the subject of the Declaration and Amendment is described as follows:

Situate in the City of Troy, County of Miami and State of Ohio and being Lots Numbered 9430, 9431, 9432, 9493 and 9494 of the consecutive numbers of lots of said City (the "original lots").

The real estate which is to be now included is described as follows:

See Exhibit "A"
(the "highway lots")
and
See Exhibit "B"
(the "interior lots").

II. DEFINITIONS

As used herein, the following terms shall be defined as follows:

MIAMI COUNTY RECORDER
JOHN R. O'BRIEN
PRESIDENT
MIAMI COUNTY, OHIO
04/09/2004 11:10:55AM
RECORDING FEE 1.00
PAGES: 1

amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613), (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. '6901 et seq.), (iii) the Hazardous Materials Transportation Act, 49 U.S.C. '1801 et seq., (iv) Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. '1317), or (v) Sections 3734.01 and Section 3751.01 of the Ohio Revised Code, as any of the same may be amended or supplemented from time to time.

(2) All materials and substances listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances, as the same may be amended or supplemented from time to time;

(3) Any material or substance that is petroleum or a petroleum derivative, asbestos, polychlorinated biphenyl, a flammable explosive, or a radioactive materials; and

(4) Such other substances, materials and wastes that are or become regulated as hazardous or toxic under applicable local, state or Federal law.

(h) "Environmental Laws" - shall mean any federal, state or local law, regulation, administrative ruling, order, ordinance, and the like, pertaining to the protection of the environment or the regulation, handling or disposal of Hazardous Substances whether now in effect (such as, but not limited to, those referred to in the preceding definition for "Hazardous Substances") or which becomes effective in the future.

III. COVENANTS

The following constitute the protective covenants and restrictions for the subject property:

- Users must supply the Developer with construction and landscape plans prior to any construction or planting and obtain Developer's written approval thereof which approval shall not be unreasonably withheld. Approval will be deemed given if Developer fails to respond within thirty (30) days of receipt of such plans. User shall also provide Developer with a copy of "as built" documents for the completed construction. Any future alterations shall be submitted for approval to Developer in the same manner. No construction, installation, planting or future alteration shall occur without full compliance with this provision.

(a) "Developer" - shall mean Harson Investments, Ltd., its respective successors and assigns or any party or entity to whom or which Harson Investments, Ltd. expressly transfers its rights as Developer under this Declaration upon the condition that such party or entity expressly assumes and agrees to perform the duties of Developer in which case Harson Investments, Ltd. will be relieved of all responsibility therefore;

(b) "Developer Tract" - shall mean any lot, tract, parcel, real property, or portion of the same, which is owned by Developer and subject to these restrictions;

(c) "User" - shall mean the person or entity, other than Developer, taking fee simple title to any lot, tract, parcel or real property, or any portion hereof, which is subject to these restrictions, or any person or entity holding any other legal, equitable or other interest in the same, which shall include, but not be limited to any owner, buyer, landlord, lessor, tenant, lessee, sub-tenant or sub-lessee, or occupant, and their respective successors and assigns, but shall exclude any party holding such an interest merely as security for the performance of an obligation;

(d) "User Tract" - shall mean any lot, tract, parcel, real property, or portion of the same, whether in the original lots, the highway lots or the interior lots described above, which is subject to a fee interest, or equitable interest of a User and subject to these restrictions;

(e) "Building" - shall mean any building, out building, garage, or any other structure located in, on, or about the real property subject to these restrictions, built for the enclosure and/or storage of any person, animal, chattel, equipment, inventory, or other movable property of any kind, and which is permanently affixed to the ground;

(f) "Common Area Easements" - shall mean the signage/landscape easements retained by Developer on lots 9430, 9431 and 9432 (City of Troy, Ohio) at the intersection of Towne Park Drive and Experiment Farm Road and the signage/landscape easements to be created by Developer at the point where Towne Park Drive will intersect the south line of Lot 7996 as that lot is now constituted.

(g) "Hazardous Substance" - shall mean:

(1) all materials and substances defined as "hazardous substances", "hazardous materials", "toxic substances", "hazardous waste", "toxic chemicals", "solid waste", "infectious waste", or similar terms, as defined in: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. '9601 et seq.), as

- No fence or other barriers shall obstruct pedestrian or vehicular traffic over any easement access area or roadway adjacent to any Developer or User Tract.
- Should the local governmental authority create a lighting district, the User shall be a participant and comply with all regulations and requirements provided therefore.
- Users shall be responsible for the construction and installation of and the cost and expense of sidewalks on or adjacent to its User Tract. If a User Tract is located on a corner, User must extend the sidewalk along both abutting streets.
- User Tracts must include at least five (5) parking spaces per 1000 square feet of Building area (all buildings) constructed on the User Tract.
- If a drive up window unit is constructed on a User Tract, it must provide for stacking of not less than five (5) automobiles.
- The Developer and each User must maintain their respective common areas and parking areas.
- No signage or decals on windows in any buildings on User Tracts are permitted other than temporary signage approved in writing by the Developer.
- All User Tracts must be maintained in a safe and sanitary condition in accordance with all good business practice for a first class development and in compliance with all applicable governmental regulations, ordinances and laws. This shall include, without limitation: the maintenance of a pest free environment utilizing such extermination services necessary to insure it remains pest free; daily removal of any refuse from any part of the User Tract except trash or refuse containers which shall be properly maintained and used in a manner that prevents refuse materials from escaping onto the User Tract or adjacent Tracts or areas; the painting and staining of all exterior surfaces of Buildings as necessary to eliminate a faded, chipped or peeling appearance; maintenance of all trees and shrubbery so it appears trimmed and healthy and free of worn areas or dead and decaying vegetation; and, in general, free of any other unsightly or offensive appearance that would detract from a first class development.
- No use shall be permitted on a User Tract which is inconsistent with the operation of a first class mixed use project. Without limiting the generality of the foregoing, the following uses shall not be permitted on the original lots or the highway lots without the Developer's express written consent:
 - Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any Building. Notwithstanding the foregoing, this restriction is not meant to apply to normal cooking smells emanating from a restaurant.

(ii) Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

(iii) Any "second-hand" store (excluding a bona fide antique store) or "surplus" store;

(iv) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

(v) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any Building);

(vi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(vii) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts in the metropolitan area where the Purchaser Tract Center is located;

(viii) Any automobile, truck, trailer or recreational vehicles sales, leasing, display or body shop repair operation;

(ix) Any bowling lane or skating rink;

(x) Any movie theater or live performance theater;

(xi) Any residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multi-family units and other forms of living quarters, including sleeping apartments;

(xii) Any veterinary hospital or animal raising facilities (except that this prohibition shall not prohibit pet shops);

(xiii) Any mortuary, funeral home or cemetery;

(xiv) Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia;

(xv) Any bar, tavern, Restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages

for on-premises consumption exceeds twenty-five percent (25%) of the gross revenues of such business. It is the intention of the Developer that the 25% cap on gross revenues from the sale of alcoholic beverages for on-premises consumption as contained in this Declaration is meant to mirror the same cap contained in Ohio Revised Code Section 4303.18-1 (I) Permit D-5(i). The Code Section requires that beer and liquor sales do not exceed 25% of gross revenues to obtain and then retain qualification to keep a D-5 (i) liquor license. In the event that the Ohio Revised Code is amended or revised to allow for a higher portion of gross revenues from alcoholic beverage sales for a D-5(i) liquor license, the limitation of this Article III, Item 10, subsection (xv) shall be automatically increased to such higher rate allowed by the amended or revised statute.

(xvi) Any health spa, fitness center or workout facility;

(xvii) Any flea market, amusement or video arcade, pool or billiard hall, car wash, or dance hall;

(xviii) Any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided however, this prohibition shall not be applicable to on-site employee training by an Occupant incidental to the conduct of its business or educational facility approved by Developer;

(xix) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Occupant;

(xx) Storage of recreational vehicles, boats, campers, trailers and other vehicles on a permanent basis, on any portion of the property is prohibited. Work related vehicles may be permitted upon the express written consent of Developer. Permanent is defined as exceeding twenty-four (24) hours;

(xxi) All roof equipment and vents shall not be visible from the front elevation of any Building or from any side fronting a primary road; and

(xxii) No fencing is allowed without written approval of the owner of the Developer Tract other than opaque fencing to screen trash storage.

In addition to the foregoing, the following uses shall not be permitted at any time on the highway lots:

(xxiii) Any operation whether or not it sells beer, wine or alcohol that advertises itself as a "gentlemen's club", as an X rated facility, that caters to the purient interests of its patrons, that has male or female dancers that accept money or other gratuities for their dancing or any other activity, that includes male or female employees that perform lewd, lascivious, licentious or promiscuous acts for value, that provides any sort of entertainment that has men or women performing in various states of undress including but not limited to "g-strings" or "g-strings and "pasties" or "topless" or "topless-bottomless" shall be prohibited.

In respect to the interior lots, only the covenants referred to in this Provision as sub-provisions xiii, xiv, xviii, xix and xxiii shall be applicable unless either part of the land making up the interior lots is further subdivided. For purposes of this provision, the parts making up the interior lots are that part taken from lot 7996 (lot 12 on the Preliminary Plan for Troy Towne Park) and that part taken from lot 8047 (lot 13 on the Preliminary Plan for Troy Towne Park). If either is further subdivided, all of the covenants above, (i) through xxiii, inclusive, shall apply to the subdivided lots.

11. User shall comply with all applicable Environmental Laws. No User shall use, permit the use of, manufacture, treat, store, or dispose of Hazardous Substance on, about, under or in its Tract, or any portion of the surrounding real property subject to these restrictions, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each User agrees to defend, protect, indemnify and hold harmless each other User and the Developer, as applicable, from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including but not limited to costs of investigation, remedial response, and reasonable attorneys' fees and costs of suit arising out of or resulting from any Hazardous Substance used or permitted to be used by such party whether or not in the ordinary course of business.

12. No merchandise, equipment or services, including but not limited to vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored on a User Tract or within any building. Notwithstanding the foregoing, nothing herein is intended to exclude the sale of merchandise which is incidental to the primary use on the Property (such as promotional shirts, hats, clothing, toy vehicles, gift certificates, etc.) in connection with the operation a restaurant.

13. The seasonal display and sale of bedding plants on the sidewalk in front of any Building or within other Common Areas is prohibited without Developer's prior written authorization and shall then be subject to City of Troy ordinances.

14. User shall cause its employees, or the employees of any occupants of its Tract to park their vehicles only on its Tract and in designated parking areas for employee parking.

15. Any signage located on any User Tract, whether for identification purposes or otherwise, shall be subject to and consistent with all applicable governmental laws, ordinances, rules and regulations. No identification sign attached to the exterior of a building on a User Tract shall be:

(i) placed on canopy roofs extending above the building roof, placed on penthouse walls, or placed so as to project above the parapet, canopy, or top of the wall upon which it is mounted;

(ii) placed at any angle to the Building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk;

(iii) painted on the surface of any Building;

(iv) flashing, moving or audible;

(v) employ exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers; or

(vi) paper or cardboard signs, temporary signs (exclusive of contractor signs), stickers or decals; provided, however, the foregoing shall not prohibit the placement at the entrance of each Occupant's main building a small sticker or decal, indicating hours of business, emergency telephone numbers, acceptance of credit cards, Security Protection Services and other similar information.

16. Each User (as to its tract) shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance with a combined single limit of liability of One Million (\$1,000,000.00) Dollars for bodily injury, personal injury and property damage, arising out of any one occurrence. The limits hereby required shall be adjusted every five (5) years to reflect inflation as measured by the Consumer Price Index.

Users and Developer shall defend, protect, indemnify and hold harmless each other from and against all claims or demands including any action or proceeding brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including, but not limited to, reasonable attorney's fees and costs of suit, arising out of or resulting from the injury to or death of any person, or damage to the property of any person located on the respective tract owned by each indemnifying party; provided, however, the foregoing obligation shall not apply to

claims caused by the gross negligence or willful act or omission of such other party, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof.

Effective upon the commencement of construction of any building on its Tract and so long as such building exists, User shall carry, or cause to be carried, property insurance with "all-risk" coverage, in the amount of 100% of full replacement cost thereof (excluding footings, foundations or excavations). Upon request by Developer, proof of the existence of such insurance shall be provided to Developer.

17. User shall keep its Tract free and clear of all construction debris on a regular basis, shall not encroach on any surrounding Lots and shall hold Developer harmless from any claims arising from construction activities on User's Tract. User is responsible for all the clean up and removal of all mud and debris left on each Tract or tracked onto the streets or any damage to Developer improvements by its employees, agents, invitees, contractors and subcontractors.
18. User shall leave all sanitary sewer manholes, storm sewer manholes, main water line boxes and water tap box as uncovered and exposed to the finish grade after sodding and seeding or installation of driveways.
19. User is responsible for securing and paying for all individual zoning permits, sewer and water tap-in fees, building permits and other associated fees.
20. All above ground equipment including, HVAC units, storage boxes, electric transformers, gas meters shall be screened by landscaping shrubs and plants at least 3' in height at time of planting. Shrubs and other plants shall be maintained and replaced as needed with similarly specified plants.
21. User shall be part of any lighting district created by the City of Troy. Each User shall be responsible for any and all assessments related to the User Tract assessed by the lighting district whether incurred prior to or after ownership.
22. User (including Developer) shall pay to the Developer a share for operations, maintenance, repairs and replacement of the common area easements retained by Developer, including, without limitation, entrance landscape and watering costs, signage and lighting costs and costs associated with the operation, maintenance, repair and replacement of the drainage system including, without limitation, piping and detention ponds. User shall pay the annual sum equal to \$750.00 times each acre and/or fraction of an acre in the User Tract beginning on the ____ day of ____, 200__. All such funds shall be maintained in a separate account by Developer as Trustee for all Tract owners. The Developer shall pay from such account the expenses or costs of such operations, maintenance, repairs and replacement as the Developer, in its

Developer shall have the right, in addition to the remedies described above, to enter upon any part of the User's Tract, at any reasonable time, upon not less than 48 hours notice, to inspect the same for a possible violation or breach of these covenants and restrictions. Where an inspection shows that a violation or breach of these covenants and restrictions exists, Developer, or its authorized agents, representatives and employees, shall have the right to abate and remove any structure, thing or condition causing such violation, at the cost and expense of the owner of the User Tract where the violation exists without any liability to such User for trespass or any other claim resulting from such entry.

The remedies specified in this paragraph are cumulative and do not preclude any other remedy in law or in equity by any party adversely affected by any violation or breach of these covenants and restrictions.

In any proceeding for the enforcement of any of the provisions of these covenants and restrictions, or for the restraint of a violation of any such provision, the losing party shall pay the reasonable attorney's fees and court costs of the prevailing party in such amount as may be fixed by the Court in that proceeding. Notwithstanding anything to the contrary contained herein, or any other indemnity provision contained herein, each party agrees to defend, protect, indemnify and hold harmless each other from and against all claims or demands including any action or proceeding brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, reasonable attorney's fees, professional fees and court costs, arising out of or resulting from the respective parties violation of the terms and conditions hereof.

No delay or failure on the part of any aggrieved party to pursue any available remedy with respect to a violation of any provisions hereof, shall be deemed to be a waiver by such party of, or the estoppel of that party to assert, any right available to such party upon the recurrence or continuation of such violation or the occurrence of any different violation. No provision hereof shall be construed as to place upon the Developer or any other aggrieved party any duty to take any action to enforce the terms and conditions contained herein.

25. The terms and conditions contained herein are to be deemed restrictions and covenants that run with the land and are to be deemed perpetually in full force and effect. Unless otherwise stated herein, such Covenants and Restrictions shall be binding upon the Developer, its successors and assigns and any User now or hereafter having an interest in any part of the subject real property. In the event that this provision of this Declaration shall violate the Rule Against Perpetuities as it may exist in the State of Ohio, any interest which this Declaration may create must vest within twenty-one years after the death of the last child living at the death of Shayna Kolodess.

reasonable judgment shall deem necessary. The Developer shall be entitled to retain from the funds collected a sum equal to the greater of five (5%) percent of the actual annual cost of operation, maintenance, repair or replacement or One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars as an administrative fee for the performance of its duties. Any party obligated by this Declaration or any lease or other agreement to pay any sum due under this provision shall have the right to inspect the records of the Developer, upon reasonable notice, in respect to payments made from these funds.

If, at the time a payment is due and current costs and expenses are paid, the balance of the account is \$30,000.00 or more, no further payments shall be required until the balance is less than \$30,000.00 at which time the payments (in full and not prorated to provide an even balance of \$30,000.00) shall resume beginning with the next annual payment. The Developer shall have the right to increase or decrease the annual payment to reflect actual costs provided the change occurs on a per acre basis. In addition, the Developer shall have the right, upon approval of a majority of the owners of Tracts to levy a special assessment to meet emergency costs or expenses.

If any payment is not paid within thirty (30) days of its due date, the Developer may file an affidavit specifying the name of the owner of the Tract for which the payment is due, a description of the Tract and the amount due and the same shall constitute a lien against such Tract from its date of filing until paid subject to any prior liens. In such event, any reasonable attorney's fees associated with the filing of the affidavit or any such fees associated with the enforcement or defense of such lien shall be added to the amount due and also constitute a lien on such Tract.

23. User (including Developer) shall employ a standard mail delivery box at the street as long as there is rural mail delivery within the real estate subject to this Declaration of Covenants and Restrictions. If the mailbox is a single unit, it shall be Imperial Mailbox Systems Model 820K-6. If the mailbox is a twin unit, it shall be Imperial Mailbox Systems Model T820K-6. All mailboxes shall be black in color. If this manufacturer ceases business or the manufacturer of the above models, a substantially similar model in black shall be used.
24. Developer and any User shall have the right to enforce these covenants and restrictions. In the event any party defaults in its obligations, promises and duties as contained herein, or breaches any of the terms and conditions as contained herein, the non defaulting/non-breaching party shall have the right to enforce said covenants and restrictions by prosecuting any proceeding against the party or parties violating or attempting to violate any one or more of the covenants and restrictions. The parties expressly state that the non-defaulting party shall have any remedy in either law or equity available to it, including the right to recover damages and/or seek injunctive relief to enforce the provisions hereof.

26. If any provision hereof is held to be invalid by any court of competent jurisdiction, the invalidity of such provisions shall not affect the validity of any other provision contained herein. All such other provisions shall continue in full force and effect.

IV. AMENDMENT AND EXTENSION

Developer expressly reserves the right to amend the provisions of this Declaration in order to promote the development of the real estate subject to this Declaration as well as other real estate currently owned by Developer which may be adjacent to or within the vicinity of the subject real estate. This shall include, without limitation, the use to which a User Tract may be put. This right of amendment, however, shall be subject to the following limitations:

1. It may not impose against any User Tract not owned by Developer at the time a more restrictive provision than herein contained without the consent of the owner of that User Tract;
2. It may not subject any User Tract to a greater proportion of a payment obligation than originally provided without the consent of the owner of the User Tract; and
3. It may not impose a requirement on, eliminate a restriction contained herein, or provide any benefit for less than all Developers and User Tracts without the consent of the owners of all User Tracts.

V. DEVELOPER TRANSFER

The Developer may transfer all of its rights and duties under this Declaration of Comments and Restrictions to a successor and such successor shall have all the rights and powers herein provided for the Developer but shall be subject to the same duties and responsibilities as the Developer. This transfer shall be subject to the following conditions:

- 1) The transfer shall be made by a written document executed by Developer and its successor which expressly accepts all duties and responsibilities as of Developer;
- 2) The successor shall own at least one User Tract which is subject to this Declaration of Covenants and Restrictions;
- 3) The Developer must have no further ownership of any User Tract;
- 4) All funds collected from payments on all User Tracts not then expended shall be paid to the successor; and

5) All records of expenses and work performed fulfilling its duties and responsibilities as Developer shall be transferred to the successor.

Upon appointment of a successor by Developer, the subsequent owners of the lot owned by the appointed successor shall acquire the same rights subject to the conditions above stated. If a subsequent owner is not willing to accept the responsibility of the successor, one shall be selected by a majority vote of all of the owners of lots then subject to this Declaration with each lot having one vote for this purpose. A meeting may be called by any three (3) owners for purposes of a vote upon not less than thirty (30) days written notice to all other owners.

Upon transfer as set forth above, Developer shall have no further responsibility to any owner or User of a Tract except in the event of fraud or illegal dealing.

IN WITNESS WHEREOF, Harson Investments, Ltd. has affixed its signature by its duly authorized general partner this 7th day of April, 2004.

HARSON INVESTMENTS, LTD.
An Ohio Limited Partnership
By Dayton Co., General Partner

By Shayna S. Kolodesh
Shayna S. Kolodesh, President

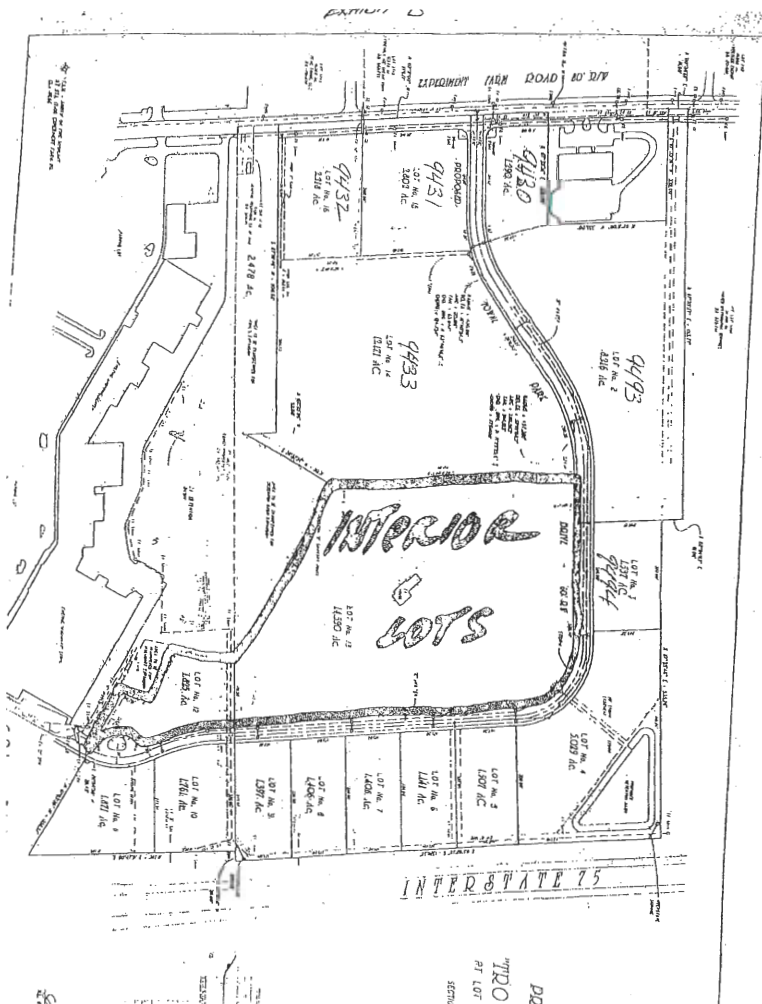
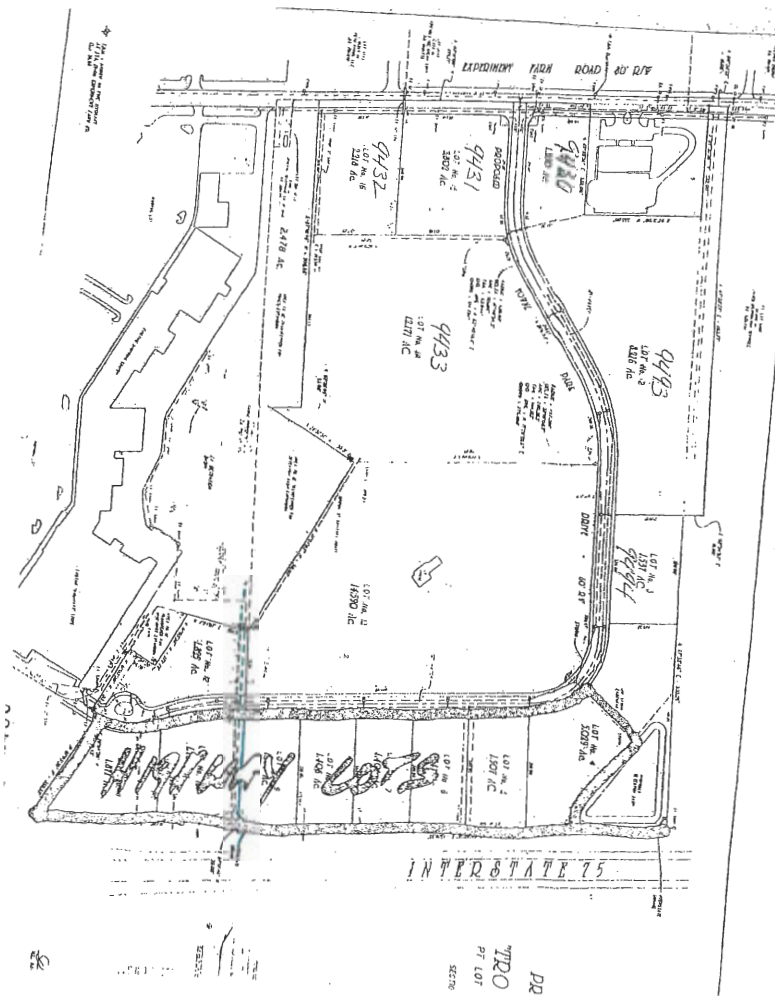
STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged by HARSON INVESTMENTS, LTD., an Ohio Limited Partnership, by Dayton Co., Its General Partner, By Shayna S. Kolodesh, its President.

Alan A. Biegel
Notary Public

Notary Public, State of Ohio
My Commission has no expiration date.
My Commission No. 147,613 D.R.C.

THIS INSTRUMENT PREPARED BY: ALAN A. BIEGEL, ATTORNEY AT LAW
Single-Accorded Declaration-Troy - Last 02/17/04 -1
PSE 337407



COMMITTEE REPORT
TROY CITY COUNCIL

TO: Mrs. Baker, President of Council

DATE: July 2, 2015

FROM: Finance Committee

SUBJECT: APPLICATIONS OF CLOPAY BUILDING PRODUCTS COMPANY, INC. – ENTERPRISE ZONE APPLICATION AND SBD LOAN APPLICATION FOR PURCHASE OF EQUIPMENT

SUMMARY: *(to be read at Council meeting)*

On July 2 this Committee met to consider two applications associated with the planned expansion of the Clopay Building Products Company, Inc. (Clopay) operation at 1400 West Market Street.

One is an application for a loan of \$250,000 from the Small Business Development Revolving Loan Fund for the purchase of new equipment. The loan would have a 10 year repayment schedule with 3% simple interest.

The second is an Enterprise Zone Agreement Application for 100% of real and tangible personal property tax abatement for 15 years on the new capital investment of \$30,000,000. The agreement includes Clopay increasing full time employment by 205 jobs over a four-year period. (There would be no abatement on the existing property.) The investment would add a new production line and 200,000 square feet of production space to the existing 1,000,000 square foot complex. The agreement would be with the Dayton-Montgomery County Port Authority (the owner of the building and the land) and Clopay Building Products Company, Inc.

Both applications are further discussed in the detailed report.

RECOMMENDATION: *(to be read at Council meeting)*

It is the recommendation of this Committee that legislation be prepared, subject to the approval by the Troy Board of Education, to approve the Enterprise Zone Agreement application of the Dayton-Montgomery County Port Authority and Clopay Building Products Company, Inc., as submitted related to the Clopay expansion at 1400 West Market Street.

It is the recommendation of this Committee that legislation be prepared to approve a loan in the amount of \$250,000 from the Small Business Development Revolving Loan Fund to Clopay Building Products Company, Inc. for the acquisition of equipment and based on the recommendation of the Loan Review Committee.

So that Clopay can proceed with the expansion without delay, we recommend that both items be supported by Council as emergency measures.

We are very appreciative that Troy has been selected as the site for the Clopay expansion project.

Respectfully submitted,

John W. Schweser

Douglas W. Tremblay

Thomas M. Kendall, Chairman
Finance Committee

DETAILED REPORT:

On July 2, 2015, this Committee met to consider two applications filed by Clopay Building Products Company, Inc. (Clopay) associated with a major expansion of that company. This meeting was also attended by Mayor Beamish, Council President Baker, Council Members Heath and Snee, the City Auditor, members of the City staff, a representative of the applicant, and citizens.

- The owner of the building and land at 1400 West Market Street is the Dayton-Montgomery County Port Authority.
- Clopay has leased the property for about 10 years, and has invested approximately \$132 million over that time period.

- Clopay is completely using the existing 1,000,000 square foot complex.
- Clopay plans to fill in open middle area of the building to create an additional 200,000 square feet of production space and install a new production line.
- This would be a new capital investment of \$30,000,000, and the addition of 205 new full time jobs, increasing full time employment to 1,123.

Clopay has requested the following of the City:

1. Loan from the Small Business Development Revolving Loan Fund, based on the following:

Applicant: Clopay Building Products Company, Inc.
Purpose: Funding to purchase machinery for the company location at 1400 West Market Street
Terms: 10 years, interest rate of 3% annual simple interest
Loan amt: \$250,000
Security: UCC lien on the purchased equipment

Adequate funds are available in the SBD Fund for this loan application. The Loan Review Committee for the SBD Revolving Loan Fund met on July 2 and recommended that Council approve the loan application as submitted.

2. Enterprise Zone Agreement Application for 100% of real and tangible personal property tax abatement for 15 years on the new capital investment of \$30,000,000. For the terms of this agreement, Clopay will invest \$30,000,000 of additional capital in Troy and increase full time employment from 918 to 1,123. The investment and the employment increase would be over a four-year period. The company would continue to pay various other taxes and real estate taxes on the land and on the previous building value. The requested abatement would help Clopay control increasing overhead costs for the proposed production, making the expansion at the Troy plant a more attractive solution than other North American locations considered for this project. The Enterprise Zone Application is recommended for approval by City staff.

If approved, the Enterprise Zone Agreement would be with the Dayton-Montgomery County Port Authority and Clopay. Enterprise Zone Agreements are also subject to review and approval by the Troy Board of Education. The Troy Board of Education is meeting to review this application on July 6. Any action of City Council would be subject to the approval of the Board. The Upper Valley JVS District will review the application, but is not involved in the approval.

We were advised that Clopay has also submitted a loan application to a State program.

RECOMMENDATION:

It is the recommendation of this Committee that legislation be prepared, subject to the approval by the Troy Board of Education, to approve the Enterprise Zone Agreement application of the Dayton-Montgomery County Port Authority and Clopay Building Products Company, Inc., as submitted related to the Clopay expansion at 1400 West Market Street.

It is the recommendation of this Committee that legislation be prepared to approve a loan in the amount of \$250,000 from the Small Business Development Revolving Loan Fund to Clopay Building Products Company, Inc. for the acquisition of equipment and based on the recommendation of the Loan Review Committee.

So that Clopay can proceed with the expansion without delay, we recommend that both items be supported by Council as emergency measures.

We are very appreciative that Troy has been selected as the site for the Clopay expansion project.

Cc: Council
Mayor Beamish
Mr. Titterington
Mr. Livingston
Mr. Stickel
Clerk
Staff
media

COMMITTEE REPORT
TROY CITY COUNCIL

TO: Mrs. Baker, President of Council

DATE: June 15, 2015

FROM: Recreation & Parks Committee

SUBJECT: BOARD OF PARK COMMISSIONERS SURPLUS LAND

SUMMARY REPORT: *(to be read at Council meeting)*

Committee members Oda and Tremblay met on June 15 to consider the recommendation of the Board of Park Commissioners that a parcel of park land be declared as surplus and no longer needed for a public purpose, and that the parcel be offered for sale. This parcel is a 1.092 acre tract, part of Inlot 10311 (part of Stonebridge Park).

RECOMMENDATION: *(to be read at Council meeting)*

We recommend that legislation be prepared declaring as surplus and not needed for a public purpose the parcel so requested by the Board of Park Commissioners.

Respectfully submitted,

Robin I. Oda

Douglas W. Tremblay

Brock A. Heath, Chairman
Recreation & Parks Committee

DETAILED REPORT:

Committee members Oda and Tremblay met on June 15, 2015 to consider the recommendation of the Board of Park Commissioners that a parcel of park land be declared as surplus and no longer needed for a public purpose, and that the parcel be offered for sale. This meeting was also attended by Mayor Beamish, Council President Baker, Council Members Kendall, Phillips, and Snee, the Director of Public Service and Safety, and members of the City staff, and citizens.

The Board requested that the following be declared as surplus so that the land can be sold:

1.092 acre tract, part of Inlot 10311 (part of Stonebridge Park).

The action of the Board followed a request of a citizen to purchase this parcel to potentially place a fence to protect the citizen's property from trespassers. The parcel proposed to be sold is unimproved land, it does not have frontage and it would not be a buildable parcel. It was noted that the property will be offered for sale to the highest bidder. However, as the parcel does not constitute a buildable lot, adjacent neighbors are likely to be the only interested parties. The remaining area of Stonebridge Park would be 2.162 acres. A plat of the parcel proposed to be sold is attached.

RECOMMENDATION:

We support the request of the Board of Park Commissioners and recommend that legislation be prepared declaring as surplus and not needed for a public purpose the parcels requested by the Board of Park Commissioners.

encl.

cc: Council
Mayor
Mr. Livingston
Mr. Stickel
Mr. Titterington
Clerk
Staff
media

LOT SPLIT

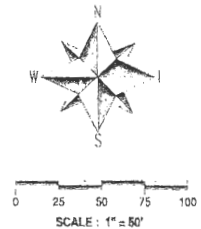
INLOT 10311

CITY OF TROY

MIAMI COUNTY, OHIO

VOLUME 56 PAGE 100

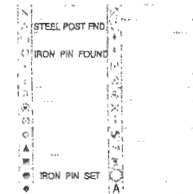
MIAMI COUNTY ENGINEER'S
RECORD OF LAND SURVEYS



BASIS OF BEARING:

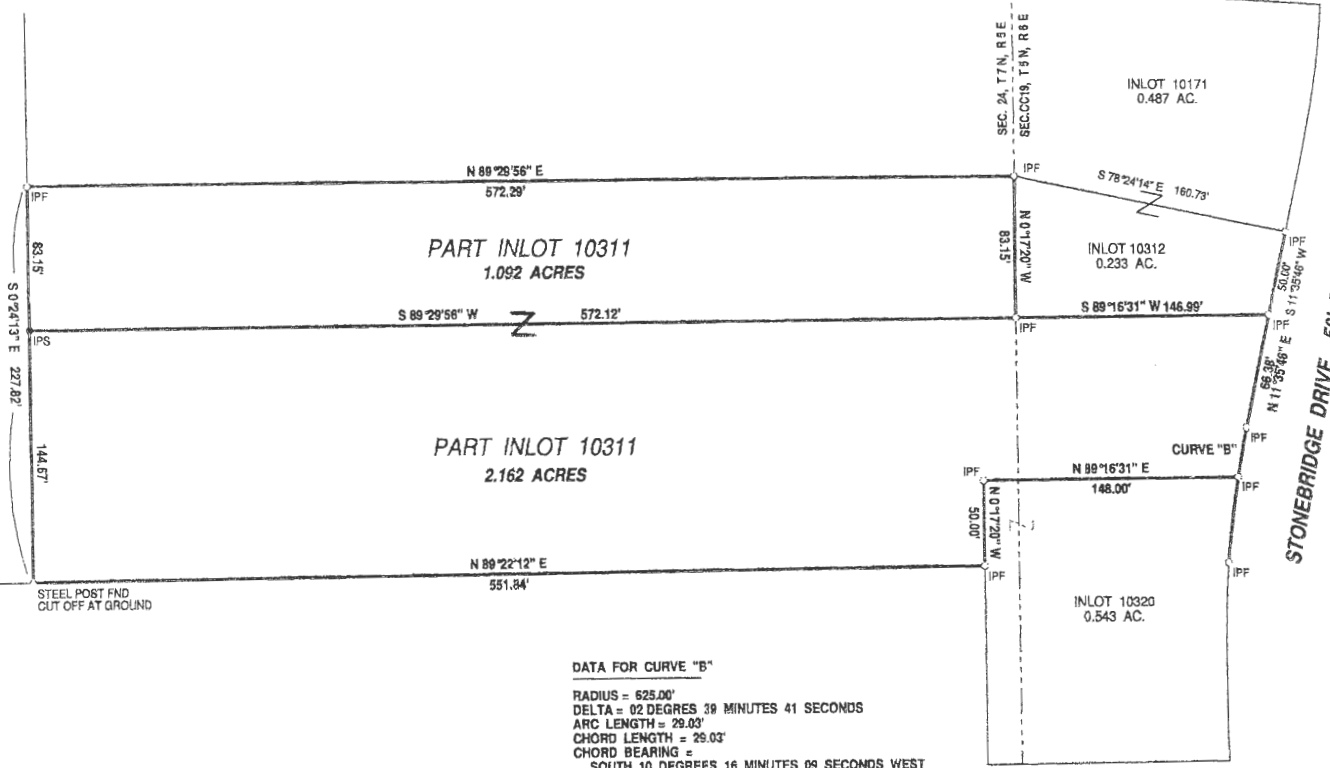
STONEBRIDGE ESTATES - PHASE 5
MIAMI CO. RECORDER'S PLAT BOOK 22, PAGE 11

LEGEND



REFERENCES:

REG. VOL. 22, PLAT 82
REC. VOL. 17, PLAT 2
LND. VOL. 34, PLAT 110
LND. VOL. 35, PLAT 45
LOT VOL. 21, PLAT 29
REC. VOL. 15, PLAT 90
REC. 22, PLAT 11
REC. 23, PLAT 10
REC. 23, PLAT 47



DATA FOR CURVE "B"

RADIUS = 625.00'
DELTA = 02 DEGREES 39 MINUTES 41 SECONDS
ARC LENGTH = 29.03'
CHORD LENGTH = 29.03'
CHORD BEARING =
SOUTH 10 DEGREES 16 MINUTES 09 SECONDS WEST

OWNER

THE CITY OF TROY, OHIO
DEED BK. 722, PAGE 372

DESCRIPTION

LOT SPLIT SURVEY PLAT OF INLOT 10311 AS OWNED
BY THE CITY OF TROY, DEED BOOK 722, PAGE 372.

CITY OF TROY ENGINEER

THIS LOT SPLIT WAS REVIEWED AND APPROVED
THIS 11 DAY OF MAY 2015.

Neil E. Teaford
NEIL E. TEAFORD
REGISTERED PROFESSIONAL SURVEYOR

APRIL 25, 2015	I HEREBY CERTIFY THAT THIS SURVEY PLAT OF INLOT 10311 BEING SPLIT, WAS CORRECTLY PREPARED FROM A FIELD SURVEY UNDER MY DIRECT SUPERVISION.
	<i>Neil E. Teaford, P.S. #7724</i> NEIL E. TEAFORD CITY OF TROY, OHIO ENGINEERING DIVISION 100 SOUTH MARKET STREET TROY, OHIO 45373 OHIO REGISTERED PROFESSIONAL SURVEYOR #7724

COMMITTEE REPORT
TROY CITY COUNCIL

TO: Mrs. Baker, President of Council

DATE: June 24, 2015

FROM: Streets & Sidewalks Committee

SUBJECT: DEDICATION OF RIGHT OF WAY; PART OF INLOT 9927 ALONG S. STANFIELD ROAD AND ALONG
COMMERCE CENTER BOULEVARD

SUMMARY REPORT: *(To be read at Council meeting)*

Committee members Snee and Phillips met on June 15 to consider the recommendation from the Planning Commission for acceptance of the dedication of 0.098 acres of existing part of Inlot 9927 for additional right-of-way along S. Stanfield Road and Commerce Center Boulevard. Having this right-of-way dedicated would permit the owner to improve the right turn movement at this location. The improvement would be paid by the developer/owner.

RECOMMENDATION: *(To be read at Council meeting)*

It is the recommendation of this Committee that legislation be prepared accepting the dedication of 0.098 acres of right-of-way of existing part of Inlot 9927.

Respectfully submitted,

Brock A. Heath

Lynne B. Snee

Bobby W. Phillips, Chairman
Streets & Sidewalks Committee

DETAILED REPORT:

Committee members Snee and Phillips met on June 15, 2015 to consider the recommendation from the Planning Commission for acceptance of the dedication of 0.098 acres of existing part of Inlot 9927 for additional right-of-way along S. Stanfield Road and Commerce Center Boulevard. This meeting was also attended by Mayor Beamish, Council President Baker, Council Members Kendall, Oda and Tremblay, the Director of Public Service and Safety, and members of the City staff.

This land is being dedicated by the American Honda Motor Company, Inc. to provide for an improved right turn movement for semis at this location. This improvement would be performed by the developer/owner at the time of future development, and at the cost of the developer/owner. Dedication of right-of-way requires approval of Council.

RECOMMENDATION:

It is the recommendation of this Committee that legislation be prepared accepting the dedication of 0.098 acres of right-of-way of existing part of Inlot 9927.

Cc: Council, Mayor, Mr. Livingston, Mr. Stickel, Mr. Titterington, Clerk, staff, media

RESOLUTION No. R-30-2015

Dayton Legal Blank, Inc.

**RESOLUTION ADOPTING THE BUDGET OF THE CITY OF
TROY, OHIO FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2016 AND DECLARING AN EMERGENCY**

WHEREAS, the budget of the City of Troy, Ohio for the fiscal year 2016 has been presented to the Council of the City of Troy, Ohio, two (2) copies of the same have been placed on file in the office of the City Auditor for public inspection, and notice has been given by publication of said filing of the budget, all as required by law; and

WHEREAS, no objections or exceptions have been made to said budget, and the same appears to be correct; and

WHEREAS, it is necessary to levy taxes as designated in said budget;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Troy, Ohio as follows:

SECTION I: That the budget of the City of Troy, Ohio for the year 2016 is adopted and approved, and that there is levied and should be collected for municipal purposes for the year 2016 as required by said budget, upon real and personal property within the City of Troy, Ohio as returned upon the grand duplicate and subject to taxation, the sum of \$1,346,376.

SECTION II: That the levy above mentioned and authorized for municipal purposes is appropriated as follows:

General Fund	\$1,312,114
Miami Conservancy	<u>34,262</u>
	\$1,346,376

SECTION III: That the City Auditor is directed to certify the above levies to the Auditor of Miami County, Ohio on or before the 20th day of July, 2014 to be placed by him upon the tax duplicate collected according to law.

SECTION IV: That this Resolution is an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City of Troy, Ohio, in order to meet the requirements of Section 5705.30 of the Revised Code of Ohio, and for the further reason that this budget must be certified to the Auditor of Miami County, Ohio, on or before the 20th date of July 2015, **NOW, WHEREFORE**, this Resolution shall be effective immediately upon its adoption and approval by the Mayor.

Adopted: _____

President of Council

Approved: _____

Attest: _____

Clerk of Council

Mayor

RESOLUTION No. R-31-2015

Dayton Legal Blank, Inc.

**RESOLUTION APPROVING THE APPLICATION OF TROY
COMMUNITY WORKS! FOR ASSISTANCE FROM THE
DOWNTOWN BUSINESS BUILDING REPAIR REVOLVING LOAN
FUND AND DECLARING AN EMERGENCY**

WHEREAS, Council has previously adopted Resolution R-4-02, which established guidelines for the Downtown Building Repair Loan Program; and

WHEREAS, a local Downtown Loan Committee has been established to review requests from the Program; and

WHEREAS, Troy Community Works! has made an application for a loan of \$850,000.00 of such funds to purchase and rehab the building located at 1-3 East Main Street, Troy, Ohio; and

WHEREAS, the Downtown Loan Committee reviewed the application on June 17, 2015 and considered the unusual size and scope of the project and determined that the application warranted a deviation from the loan terms in the adopted guidelines; and

WHEREAS, as security for this loan, the City of Troy, Ohio will hold a first mortgage lien on the real estate located at 1-3 East Main Street, Troy, Ohio.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Troy, Ohio, as follows:

SECTION I: That Council hereby approves the loan application of Troy Community Works! for financial assistance from the Downtown Business Building Repair Revolving Loan Fund in the amount of \$850,000.00 for a term of 30 years with 0% interest and deferred principal payments for five years, with one-fifth or 20% of the loan amount forgiven at the end of each year, so long as substantial progress is being made towards the purchase and rehabilitation of the building, until there is a zero balance at the end of year five, on the condition that by the end of year five or earlier, the project is complete and all three floors are ready for occupancy. If the condition is not met, and all three floors are not ready for occupancy, the then remaining balance of the loan will convert to a 25 year term loan at 3% interest.

SECTION II: That the Director of Public Service and Safety is hereby authorized to execute any and all related documents and take whatever actions are necessary to complete the loan process in accordance with the City and State guidelines and in accordance with the Buildings Committee's report to Council.

SECTION III: That Council authorizes a transfer within the Community Development Block Grant Fund to the Downtown Building Repair Loan Program of \$181,000.00 in existing funds from the City of Troy Economic Development Revolving Loan Fund.

SECTION IV: That the Director of Public Service and Safety is hereby authorized to execute any documents necessary for the release, partial release, cancellation and partial cancellation of mortgages and liens securing this loan at such time that the loan conditions are met or repaid, and that the Law Director is hereby authorized and directed to cause the recording of such documents necessary for said full release or interim partial releases.

SECTION V: That this Resolution is an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City of Troy, Ohio, and for the further reason that time is of the essence to complete the acquisition of the building within the time provided for Troy Community Works Purchase and Sale Agreement, NOW, WHEREFORE, this Resolution shall be effective immediately upon its adoption and approval by the Mayor.

Adopted: _____

President of Council

Approved: _____

Attest: _____

Clerk of Council

Mayor

RESOLUTION No. R-32-2015

Dayton Legal Blank, Inc.

**RESOLUTION APPROVING THE ENTERPRISE ZONE AGREEMENT
#35 SUBMITTED BY THE DAYTON-MONTGOMERY COUNTY PORT
AUTHORITY AND CLOPAY BUILDING PRODUCTS, INC. AND
AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE AND SAFETY
OF THE CITY OF TROY, OHIO TO EXECUTE THE ENTERPRISE
ZONE AGREEMENT AND RELATED DOCUMENTS AND
DECLARING AN EMERGENCY**

WHEREAS, Ohio Revised Code Sections 5709.61 through 5709.69 have authorized counties, with the consent and agreement of affected municipalities therein, to designate areas as Enterprise Zones and to execute agreements with certain enterprises for the purpose of establishing, expanding, renovating or occupying facilities and hiring new employees and preserving jobs within said zones in exchange for specified local tax incentives granted by the county; and

WHEREAS, the Dayton-Montgomery County Port Authority and Clopay Building Products Company, Inc., hereinafter referred to as "the Enterprise," have submitted a proposed agreement application for development incentives for 100% exemption for 15 years for real and tangible personal property tax abatement for their proposed investment for the expansion of their existing facility, purchase of additional machinery, equipment and inventory (herein attached as Exhibit A) to the City of Troy; and

WHEREAS, the project consists of a total investment of \$30,000,000; and

WHEREAS, the employment commitment will create a minimum of 205 new full-time positions over four years; and

WHEREAS, the Enterprise Zone Manager of the City of Troy has investigated the application of the Enterprise and has recommended 100% exemption for 15 years of real and tangible personal property tax abatement to the Council of the City of Troy and Miami County Board of Commissioners on the basis the Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City of Troy and Miami County; and

WHEREAS, the project site as proposed by the Enterprise is located in the Upper Valley JVS District and Troy City School District and the Boards of Education have been notified in accordance with O.R.C. Section 5709.83 and been given a copy of the Application; and

WHEREAS, the Troy City School District Board of Education pursuant to O.R.C. Section 5709.62(D) has approved the recommendation that the Enterprise be granted a 100% exemption for 15 years of real and tangible personal property tax abatement;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Troy, Ohio, as follows:

SECTION I: That the Council of the City of Troy, Ohio, hereby accepts the Enterprise Zone Agreement for real property and tangible personal property investment in the amount of \$30,000,000 for the expansion of the existing facility and the purchase of additional machinery, equipment and inventory for 100% for a term of fifteen years as specified in the application and the Enterprise Zone Agreement attached hereto as Exhibits A and B.

SECTION II: That the Director of Public Service and Safety of the City of Troy, Ohio is hereby authorized to execute any and all related documents with the Enterprise, which are necessary for the implementation of this agreement.

SECTION III: That this Resolution is an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City of Troy, Ohio, and for the further reason that the agreement needs to be signed so that the applicant may commence with its expansion efforts as soon as possible, **NOW, WHEREFORE**, this Resolution shall be effective immediately upon its adoption and approval by the Mayor.

Adopted: _____

President of Council

Approved: _____

Attest: _____
Clerk of Council

Mayor

CITY OF TROY, OHIO AND MIAMI COUNTY, OHIO

OHIO ENTERPRISE ZONE PROGRAM

PROPOSED AGREEMENT BETWEEN LOCAL GOVERNMENT & ENTERPRISE PROPOSAL for Tax Incentive Agreement between the City of Troy and Miami County, Ohio located in the County of Miami and Cloplay Building Products

1. a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Cloplay Building Products enterprise name 1400 W Market Street street address Troy OH, 45373 city state zip code	Bob Zonar contact person 513-200-5655 telephone number 937-440-8845 fax number
--	--
- b. Project site:

Cloplay Building Products enterprise name 1400 W Market Street street address Troy OH, 45373 city state zip code	Bob Zonar contact person 513-200-5655 telephone number
--	---
2. a. Nature of business (manufacturing, warehousing, wholesale or retail stores, or other).
Manufacturing & Marketing Garage and Entry Doors.
- b. List primary 4 digit Standard Industrial Code (SIC) # 3399.
 Business may list other relevant SIC numbers.
- c. If a consolidation, what are the components of the consolidation. (must itemize the location, assets, and employment positions to be transferred)
Expansion of 1400 W Market Street Building.

1

This Enterprise Zone Program Application supersedes all previous application forms - September 2007

6. a. Has the Enterprise previously entered in an Enterprise Zone Agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal?
 Yes ☐ No ☒
- b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement:

7. Does the Enterprise owe:
 - a. Any delinquent taxes to the State of Ohio or a political subdivision of the State? Yes ☒ No ☐
 - b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ☐ No ☒
 - c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. Yes ☐ No ☒
 - d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

8. Project Description:

**Building expansion of approximately 200,000 SF in two phases.
Capital investment to add production lines to increase capacity and efficiency of manufacturing.**

3

This Enterprise Zone Program Application supersedes all previous application forms - September 2007

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

A wholly owned subsidiary of the Griffon Corporation (GFF)

3. Name of principal owner(s) or officers of the business:

Ronald J. Krahnert (Chief Executive Officer)
Robert F. Mehme (President and Chief Operating Officer)
Brian Harris (VP and Chief Financial Officer)

4. Is business seasonal in nature? No ☐ Yes ☒ Describe: Weaker in winter months.
5. a. State the enterprise's current employment level at the proposed project site:
918
- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Development Services Agency (ODSA) is available for special circumstances. The business and local jurisdiction should contact ODSA early in the discussions.
 Yes ☐ No ☒
- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

- d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
As of March 2015 1031 Full Time + 6 Temporary
- e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:
No Relocation.
- f. assets to be relocated?
None.

2

This Enterprise Zone Program Application supersedes all previous application forms - September 2007

9. Project will begin April 30, 20 15 and be completed December, 31, 20 19
 provided a tax exemption is approved.
10. a. Estimate the total number of new employees the business intends to hire at the facility that is the project site (job creation projections must be itemized by full and part-time and permanent and temporary):

	total # jobs	full-time	part-time	permanent	temporary
205					
- b. State the time frame of this projected hiring: four (4) years.
- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

	total # jobs	full-time	part-time	permanent	temporary
1st Yr. <u>80</u>					
2nd Yr. <u>45</u>					
3rd Yr. <u>45</u>					
11. a. Estimate the total amount of annual payroll such new employees will add (new annual payroll must be itemized by full and part-time and permanent and temporary new employees):

	total payroll	full-time	part-time	permanent	temporary
	\$ 110,520,000	\$	\$	\$	\$
- b. State the annual payroll estimate for the projected hiring:

	total payroll	full-time	part-time	permanent	temporary
1st Yr. \$ 54,110,000	\$	\$	\$	\$	\$
2nd Yr. \$ 2,320,000	\$	\$	\$	\$	\$
3rd Yr. \$ 32,340,000	\$	\$	\$	\$	\$
- c. Indicate separately the amount of total existing annual payroll itemized by full and part-time and permanent and temporary employees:

	total payroll	full-time	part-time	permanent	temporary
	\$ 134,910,752	\$	\$	\$	\$
- d. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:

	total payroll	full-time	part-time	permanent	temporary
	\$	\$	\$	\$	\$
12. a. Market value of the existing facility as determined for local property taxation.
\$ 88,423,800
- b. Most recent real estate taxes actually paid (for 6 months):
\$ 377,724.20 for 4 parcels Date: February 2015

4

This Enterprise Zone Program Application supersedes all previous application forms - September 2007

13. a. Business's total current investment in the facility as of the proposal's submission.

\$ 20,510,406.58	\$ 112,320,546.37	Total \$ 132,830,952.95
real property	tangible property	real and tangible personal property

b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax years (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):

\$ 19,031,389.39

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	\$	
B. Additions/New Construction:	\$	14,700,000
C. Improvements to existing buildings:	\$	2,100,000
D. Machinery & Equipment:	\$	13,200,000
E. Furniture & Fixtures:	\$	
F. Inventory:	\$	
Total New Project Investment:	\$	30,000,000

15. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real and/or personal property including inventory as described above. Be specific as to type of assets, rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

This tax incentive is part of the package of incentives that Clopay
needs to justify expansion of the Clopay Troy plant and add
205 additional jobs in Troy.

Submission of this application expressly authorizes The City of Troy, Ohio and/or Miami County, Ohio to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Submit a descriptive narrative as Exhibit 1 of the company which contains a brief history of the enterprise and explains what the company does.

Submit an depreciation schedule as Exhibit 2 for each item of tangible personal property to be acquired (machinery, equipment, furniture and/or fixtures) for the term of the requested tax exemption.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than six months.

Applicant acknowledges that a copy of this proposal must be forwarded by the City of Troy, Ohio to the affected Board of Education along with notice of the meeting date on which the Troy City Council will review the proposal. Notice must be given a minimum of forty-five (45) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

Applicant acknowledges that approval of this request is not automatic and agrees to provide any additional information upon request of the Enterprise Zone Manager or the approving authorities. Applicant acknowledges approval must be obtained from the Troy City Council, the Miami County Board of Commissioners, and the Director of the Ohio Development Services Agency.

Clopay Building Products, Inc.

June 29, 2015

Name of Enterprise

Date

Signature Robert J. Zonar Title Consultant

Robert J. Zonar, Consultant
Typed Name and Title

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement; attached as Exhibit A, and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

SUBMIT ENTERPRISE ZONE PROGRAM APPLICATIONS AND FILING FEES TO:

Enterprise Zone Manager, Planning and Development Department
100 S. Market Street • Troy, Ohio 45373 • (937) 339-9601

City of Troy Filing Fee: \$750.00 Make check payable to the City of Troy, Ohio

State of Ohio Filing Fee: \$750.00 Make check payable to the Ohio Development Services Agency

Upon approval of the Enterprise Zone Application/Agreement, the Applicant will be required to maintain membership in the Troy Area Chamber of Commerce and to make annual contributions to the Troy Development Council and Troy Main Street, Inc. during the term of the Agreement. Approved Agreements are reviewed annually to determine continuation of benefits.

NOTE: ANY PROJECT EXPENDITURES MADE PRIOR TO FINAL SIGNED APPROVAL BY THE OHIO DEVELOPMENT SERVICES AGENCY ARE NOT ELIGIBLE FOR TAX ABATEMENT.

**CITY OF TROY, OHIO
AND
MIAMI COUNTY, OHIO
ENTERPRISE ZONE AGREEMENT #35
WITH**

**DAYTON-MONTGOMERY COUNTY PORT AUTHORITY AND
CLOPAY BUILDING PRODUCTS COMPANY, INC.**

This agreement made and entered into by and among the City of Troy, Ohio and Miami County, Ohio, a statutory city and county, with their main offices located at 100 S. Market Street and 201 W. Main Street, Troy, Ohio 45373 respectively, (hereinafter referred to as the "City" and/or "County"); and Dayton-Montgomery County Port Authority, a port authority and political subdivision duly organized and validly existing under the laws of the State of Ohio, with its main offices located at 8 North Main Street, Dayton, Ohio 45402, and Clopay Building Products Company, Inc., with its main offices located at 8585 Duke Boulevard, Mason, Ohio 45040 (hereinafter referred to collectively as the "Enterprise").

WITNESSETH:

WHEREAS, the City and the County have encouraged the development of real property and the acquisition of tangible personal property within certain designated areas of the City and located in an area heretofore designated as an Enterprise Zone (as defined below) by the County; and

WHEREAS, the Enterprise proposes to expand its manufacturing facility (the "Project") located at 1400 West Market Street, Troy, Ohio (the "Site"), which is within the boundaries of the aforementioned Enterprise Zone; and

WHEREAS, the Enterprise desires to develop and equip the Project, purchase tangible personal property and construct certain real property improvements necessary to create employment opportunities in the Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Council of the City, by Resolution No. R-46-94, adopted on August 1, 1994, and the Board of County Commissioners of the County, by Resolution No. 94-08-1322, adopted on August 11, 1994, designated an area within the City and the County as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective August 19, 1994, the Director of the Department of Development of the State of Ohio determined that the aforementioned area designated in City Resolution No. R-46-94 and County Resolution No. 94-08-1322 contained the characteristics set forth in Section

5709.632 of the Ohio Revised Code and certified the area as Enterprise Zone Number 279C under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Council of the City, by Resolution No. R-67-96, adopted on November 18, 1996, and the Board of County Commissioners of the County, by Resolution No. 96-11-1800, adopted on November 21, 1996, petitioned the Ohio Department of Development for an amendment to the previously designated Enterprise Zone Number 279C pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective December 20, 1996, the Director of the Department of Development of the State of Ohio determined that the area designated in City Resolution No. R-67-96 and County Resolution No. 96-11-1800 contained the characteristics set forth in Section 5709.632 of the Ohio Revised Code and amended the certification of the area as Amended Enterprise Zone Number 279C under Chapter 5709 of the Ohio Revised Code (the "Enterprise Zone"); and

WHEREAS, the City and County, having the appropriate authority, desire to provide the Enterprise with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Enterprise submitted a proposed agreement application (which application is attached hereto as Exhibit A and referred to herein as the "Application") to the City and the County; and

WHEREAS, through the Development Director of the City, as the designated Enterprise Zone Manager, has investigated the Application and has recommended the same to the Council of the City and the Board of County Commissioners of the County on the basis that the Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Enterprise Zone and improve the economic climate of the City and the County; and

WHEREAS, through the Enterprise Zone Manager has investigated the Application and has determined, with reference to Section 122:4-1-09 of the Ohio Administrative Code, that the Enterprise currently has operations in this State and, subject to approval of this Agreement, intends to expand its operations in the Enterprise Zone which would not result in a reduction in the number of employee positions at any of the Enterprise's other locations in this State; and

WHEREAS, notices containing the information prescribed by Section 5709.63 and 5709.83 were provided to the Troy City School District (the "School District") and the Upper Valley Joint Vocational School District (the "JVSD"); and

WHEREAS, the Board of Education of the Troy City School District adopted a resolution on _____, 2015 which supported the Enterprise's Application for full enterprise zone tax abatement benefits and exempts this Agreement from the City's obligation to make payments to the School District in connection with the Project pursuant to Section 5709.82 of the Ohio Revised Code and/or the Enterprise Zone Compensation Agreement dated December 9, 1996 by

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and between the City and the School District.

WHEREAS, the Project Site is located in the Upper Valley Joint Vocational School District, and the Board of Education of the Upper Valley Joint Vocational School District has been notified in accordance with Section 5709.83 of the Ohio Revised Code and has been given a draft of this Agreement and copy of the Application; and

WHEREAS, the Council of the City, by Resolution No. R-_____, 2015, adopted on _____, 2015 and the Board of County Commissioners of the County, by Resolution No. R-_____, adopted on _____, 2015, have each approved the form of this Agreement and authorized their respective officials to execute this Agreement; and

WHEREAS, pursuant to Section 5709.632(C) of the Ohio Revised Code, and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which is hereby acknowledged, the parties herein agree as follows:

1. The Enterprise shall invest an estimated total of at least thirty million dollars (\$30,000,000) in the Project at the Site as identified and submitted as a part of the Application, consisting of the following investments:

The Project will involve an estimated sixteen million eight hundred thousand dollars (\$16,800,000) real property improvement including a building addition of approximately 200,000 square feet in floor area. The estimated investment in tangible personal property, including but not limited to machinery, equipment, furniture, fixtures and inventory, is at least thirteen million two hundred thousand dollars (\$13,200,000). The Enterprise does not intend to relocate to the Site in connection with the Project machinery, equipment, furniture and fixtures that have been used in this State prior to the Agreement. The Enterprise does not intend to relocate any significant inventory from other locations in this State in connection with the Project.

The Project will begin after approval of this Agreement and all acquisition, construction and installation is estimated to be completed by December 31, 2019, and the Enterprise will use its best efforts to cause the Project to be completed by no later than December 31, 2019. The parties hereto agree that the commencement and completion dates described herein shall not be changed except by prior written consent of the City, the County and the Enterprise and only after such changes are approved by official action of the County's Board of Commissioners and the City's Council.

The total investment proposed for this Project is greater than 10% of the market value of the assets already owned at the Site prior to such expenditures.

2. Presently, the Enterprise has approximately one thousand thirty-one (1,031) full-time and

six (6) temporary employment positions within the State of Ohio.

The Enterprise currently has approximately nine hundred eighteen (918) employment positions at the Site, which number of employment positions will be retained in connection with the Project.

In connection with the proposed Project, the Enterprise shall create, or cause to be created, within four years of the completion of the real property portion of the Project, the equivalent of a minimum of two hundred five (205) new full-time permanent job opportunities (estimated \$10,530,000 of annual payroll).

3. The County, with the consent of the City, hereby grants a fifteen (15) year, 100% tax exemption pursuant to Sections 5709.632 and 5709.62 of the Ohio Revised Code for any assessed valuation of real property associated with the Project constituting the Site subsequent to the approval of this Agreement. For each separately identifiable real property improvement, the exemption commences the first year the real property improvement first would be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2019 (i.e., tax lien date January 1, 2020) nor extend beyond tax year 2035 (i.e., tax lien date January 1, 2036). Although the exemption period for the Project may last more than fifteen years, each exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen years.
4. The County, with the consent of the City, hereby grants a fifteen (15) year, 100% tax exemption pursuant to Sections 5709.632 and 5709.62 of the Ohio Revised Code for each and every item of tangible personal property, including but not limited to machinery and equipment, business fixtures and inventory, first used in business in Ohio as a result of this Agreement.

The minimum investment for tangible personal property to qualify for the exemption is \$24,000,000 to purchase machinery, equipment, and increased inventory first used in business at the facility as a result of the project. No exemption shall be allowed for any tangible personal property if the total investment is less than the minimum.

The maximum investment for tangible personal property to qualify for the exemption is \$33,000,000 for tangible personal property first used in business at the facility as a result of the project. No exemption shall be allowed for any additional investment amounts in excess of the maximum dollar amount of tangible personal property.

For each item of personal property, the exemption commences the first year for which such item of tangible personal property would first be taxable were that property not exempted from taxation. No non-inventory personal property tax exemption shall commence for machinery and equipment installed after tax return year 2019 nor extend beyond tax return year 2036. No inventory personal property tax exemption shall commence after tax return year 2019 nor extend beyond tax return year 2036. Although

the exemption period for the Project may last more than fifteen years, each exemption under this Agreement for a particular item of property may last for only fifteen years.

5. The Enterprise shall provide to the Troy Tax Incentive Review Council any information reasonably required by the Council to evaluate the Enterprise's compliance with this Agreement, including returns filed pursuant to Sections 5711.02 and 5727.08 of the Ohio Revised Code if requested by the Council.

The Enterprise shall also provide a copy of the Ohio Department of Taxation State Tax Form 913, Return of Exempt Property, to the Tax Incentive Review Council for each year this Agreement is in effect or required to be reviewed.

6. The Enterprise shall make reasonable efforts, consistent with its existing hiring policies and procedures to recruit and hire new employees who are residents of the City, and shall establish and maintain a working relationship with the County's Department of Job and Family Services and other agencies that are in a position to assist with job referrals.
7. The Enterprise shall join and maintain a membership in the Troy Chamber of Commerce during the term of this Agreement.
8. The Enterprise shall make an annual contribution of two thousand five hundred dollars (\$2,500.00) to the Troy Development Council not later than February 28 of each year during the term of this Agreement.
9. The Enterprise shall make an annual contribution of five hundred dollars (\$500.00) to Troy Main Street, Inc. not later than February 28 of each year during the term of this Agreement.
10. The Enterprise must file the appropriate tax forms (DTE 24) with the County Auditor and (913-EX) with the Ohio Department of Taxation to effect and maintain the exemptions described in this Agreement. The 913-EX Ohio tax form **must** be filed annually for as long the Enterprise would have a tangible personal property tax payment obligation but for the exemptions provided under this Agreement. Copies of both forms (DTE 24 and 913-EX) shall be filed with the City for use by the Tax Incentive Review Council.
11. The Enterprise shall certify to the City on or before January 31st of each year the Agreement is in effect that the Enterprise is in compliance with the investment and employment pledges contained herein. Upon receipt of said certification the City will present such certification to the Tax Incentive Review Council for its consideration as a part of its annual review of outstanding Agreements.
12. The Enterprise shall pay an annual recertification fee to the City equal to the greater of one percent (1%) of the dollar value of incentives offered under this Agreement or seven hundred fifty dollars (\$750.00); provided, however, that if the value of the incentives

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would have been payable had that property not been exempted from taxation under this Agreement during that three-year period. In such an event, the County Treasurer shall allocate the amount paid by the Enterprise to the appropriate taxing entities. In addition, subsequent to such an event, the County, with the consent of the City, may unilaterally terminate or modify the remaining exemptions from taxation granted under this Agreement.

For purposes of this Section: (i) the first three-year period shall not commence until the start of the 2020 calendar year; (ii) the three-year periods shall be consecutive, rolling three-year periods (e.g., the first three year period shall be 2020 through 2022, and the second three-year period shall be 2021 through 2023); and (iii) repayment for a three-year period shall be required only if the Enterprise fails to meet the 75% threshold for six or more of the twelve calendar quarters in that three-year period.

18. The Enterprise hereby certifies that at the time this Agreement is executed, it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which it is liable under Chapters 5727, 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the Enterprise currently is paying the delinquent taxes pursuant to a delinquent tax contract or other undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against it. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

The Enterprise affirmatively covenants that it does not owe: (i) any delinquent taxes to the State of Ohio or a political subdivision of the State; (ii) any moneys to the State or a state agency for the enforcement or administration of any environmental laws of the State; and (iii) any moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

19. The County and the City have developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, the Enterprise is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
20. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Enterprise, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

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exceeds two hundred fifty thousand dollars (\$250,000.00), the fee shall not exceed two thousand five hundred dollars (\$2,500.00).

The fee shall be payable to the City once per year, not later than February 28 of each year that this Agreement is in effect. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that Section.

13. The Enterprise shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Enterprise fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
14. The County and the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
15. The City administration shall proceed in a timely manner and in good faith to process and present for approval to the appropriate City agency or authority all building, zoning or other permits.
16. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the Zone, or the County, with the consent of the City, revokes the designation of the Zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Enterprise materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation granted under this Agreement.
17. If the Enterprise materially fails to fulfill its obligations under this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this Agreement, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemptions from taxation granted under this Agreement.

In any three-year period during which this Agreement is in effect, if the actual number of employee positions created or retained by the Enterprise is not equal to or greater than seventy-five percent (75%) of the number of employee positions estimated to be created or retained under this Agreement during that three-year period, the Enterprise shall pay to the County Treasurer the amount of taxes on real and tangible personal property that

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21. Absent circumstances outside of the Enterprise's control, in the event the Enterprise substantially ceases operations at the Site at any time during the twenty (20) years beginning on the original execution date of this Agreement, the City may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.

22. The Enterprise affirmatively covenants that the information contained in and submitted with the Application, attached hereto as Exhibit A and made a part hereof, is complete and correct and that it has made no false statements to the State of Ohio, the City, or the County in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Enterprise is found to have knowingly made a false statement to the State of Ohio, the City, or the County to obtain the Enterprise Zone incentives, the Enterprise shall immediately return all benefits received under the Enterprise Zone Agreement pursuant to Section 9.66(C)(2) of the Ohio Revised Code and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency, or any political subdivision of the State pursuant to Section 9.66(C)(1) of the Ohio Revised Code. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(D)(1) of the Ohio Revised Code, which is punishable by a fine of up to \$1,000.00 and/or a term of imprisonment of up to six months.

23. The Enterprise and the City and the County acknowledge that this agreement must be approved by formal action of the legislative authorities of the City and the County as a condition for the agreement to take effect. This agreement takes effect upon such approval.
24. This Agreement is not transferable or assignable without the express, written approval of the City and the County.
25. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
26. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid.
27. The City and County represent and warrant that they have the full power and authority to execute this Agreement and to grant the exemptions specified herein. The Enterprise represents and warrants that it has the full power and authority to execute this Agreement and to comply with the terms specified herein.

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28. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the City, to: City of Troy, Ohio
100 South Market Street
Troy, Ohio 45373
Attention: Development Director

If to the County, to: Miami County, Ohio
510 W. Water Street
Troy, OH 45373
Attention: Development Director

If to the Enterprise, to: Clopay Building Products Company, Inc.
8585 Duke Boulevard
Mason, OH 45040

If to the Owner of the Real Estate, to: Dayton-Montgomery County Port Authority
8 North Main Street
Dayton, OH 45402

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the _____ day of _____, 2015.

(signature pages to follow)

(The remainder of this page is left intentionally blank.)

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By: _____

Printed: Richard L. Cultice

Title: Commissioner

Date: _____

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Ohio, personally appeared Richard L. Cultice, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto affixed my name and official seal on the date aforesaid.

Notary Public

By: _____

Printed: John W. O'Brien

Title: Commissioner

Date: _____

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Ohio, personally appeared John W. O'Brien, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto affixed my name and official seal on the date aforesaid.

Notary Public

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CITY OF TROY, OHIO

APPROVED AS TO FORM FOR THE CITY

By: _____

By: _____

Printed: Patrick E. J. Titterington

Printed: James R. Livingston

Title: Director of Public Service and Safety

Title: Director of Law

Date: _____

Date: _____

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Ohio, personally appeared Patrick E.J. Titterington, Director of Public Service and Safety of the City of Troy, Ohio, pursuant to authority granted by Resolution No. R-_____-2015, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of the City of Troy, Ohio.

In Testimony Whereof, I have hereunto affixed my name and official seal on the date aforesaid.

Notary Public

MIAMI COUNTY, OHIO

APPROVED AS TO FORM FOR THE COUNTY

By: _____

By: _____

Printed: John F. Evans

Printed: Anthony E. Kendell

Title: Commissioner

Title: County Prosecutor

Date: _____

Date: _____

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Ohio, personally appeared John F. Evans, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto affixed my name and official seal on the date aforesaid.

Notary Public

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DAYTON-MONTGOMERY COUNTY PORT AUTHORITY

By: _____

Printed: Jerry Brunswick

Title: President and Executive Director

Date: _____

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Ohio, personally appeared Jerry Brunswick, President and Executive Director of the Dayton-Montgomery County Port Authority, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto affixed my name and official seal on the date aforesaid.

Notary Public

CLOPAY BUILDING PRODUCTS COMPANY, INC.

By: _____

Printed: _____

Title: _____

Date: _____

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Ohio, personally appeared _____, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto affixed my name and official seal on the date aforesaid.

Notary Public

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RESOLUTION No. R-33-2015

Dayton Legal Blank, Inc.

**RESOLUTION APPROVING THE APPLICATION OF CLOPAY
BUILDING PRODUCTS COMPANY, INC. FOR ASSISTANCE
FROM THE SMALL BUSINESS DEVELOPMENT REVOLVING
LOAN FUND AND DECLARING AN EMERGENCY**

WHEREAS, Council has previously adopted Resolution R-11-2007, which established guidelines for the Small Business Development Revolving Loan Fund, and

WHEREAS, Clopay Building Products Company, Inc. made an application for a loan of \$250,000 of such funds to assist the purchase of additional production equipment for its plant located at 1400 West Market Street, and

WHEREAS, the Loan Review Committee reviewed the application of Clopay Building Products Company, Inc. on July 2, 2015, considered the unusual size and scope of the project, determined that the application warranted a deviation from the loan terms in the adopted guidelines, and recommended its approval.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Troy, Ohio, as follows:

SECTION I: That Council hereby approves the application of Clopay Building Products Company, Inc. for financial assistance from the Small Business Development Revolving Loan Fund in the amount of \$250,000 for a term of ten years with interest at 3.0% per annum.

SECTION II: That the Director of Public Service and Safety is hereby authorized to execute any and all related documents and take whatever actions are necessary to complete the loan process in accordance with the City and State guidelines and in accordance with the Finance Committee's report to Council.

SECTION III: That the Director of Public Service and Safety is hereby authorized to execute any documents necessary for the release and cancellation of liens securing this loan at such time that the loan is repaid in full, and that the Law Director is hereby authorized and directed to cause the recording of such documents necessary for said release.

SECTION IV: That this Resolution is an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City of Troy, Ohio, and for the further reason that time is of the essence to order manufacture of the new equipment, NOW, WHEREFORE, this Resolution shall be effective immediately upon its adoption and approval by the Mayor.

Adopted: _____
President of Council

Approved: _____

Attest: _____
Clerk of Council Mayor

ORDINANCE No. O-16-2015

Dayton Legal Blank, Inc.

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$9,000,000 FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE RIVERFRONT DEVELOPMENT PROJECT, INCLUDING HOBART ARENA AND TREASURE ISLAND PARK, BY CONSTRUCTING, REHABILITATING, REFURBISHING AND EQUIPPING THE SAME, TOGETHER WITH ALL INCIDENTAL WORK AND RELATED APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, this Council convened as the Committee of the Whole where it took action on July 28, 2014 and accepted its report on the Riverfront Development Project, which report detailed that such development project includes improvements to Hobart Arena and Treasure Island Park and included the recommendation to proceed with the Riverfront Development Project including an appropriation for the preparation and design of plans, specifications and cost estimates for bidding purposes and consideration of legislation to authorize consultant agreements and the issuance of bonds to pay the costs of the Riverfront Development Project; and

WHEREAS, this Council has requested that the City Auditor, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the City Auditor has certified to this Council that the estimated life or period of usefulness of the Improvement is at least five (5) years and that the maximum maturity of the Bonds is twenty-five (25) years;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Troy, Miami County, Ohio, that:

SECTION I. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"*Authorized Denominations*" means the denomination of \$5,000 or any integral multiple in excess thereof.

"*Bond Proceedings*" means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement, the Purchase Agreement, the Registrar Agreement, and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"*Bond Register*" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section V.

"*Bond Registrar*" means a bank or trust company authorized to do business in the State of Ohio and designated by the City Auditor in the Certificate of Award pursuant to Section IV as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, "*Bond Registrar*" shall mean the successor Bond Registrar.

"*Bonds*" means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

"*Certificate of Award*" means the certificate authorized by Section VI, to be executed by the City Auditor, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

"*Closing Date*" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"*Code*" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement which shall constitute the continuing disclosure agreement made by the City for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the City Auditor, all in accordance with Section IX(c).

"*Depository*" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Financing Costs*" shall have the meaning given in Section 133.01 of the Ohio Revised Code.

"*Interest Payment Dates*" means June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

"*Mandatory Redemption Date*" shall have the meaning set forth in Section III(b).

"*Mandatory Sinking Fund Redemption Requirements*" shall have the meaning set forth in Section III(e)(i).

"*Original Purchaser*" means the purchaser of the Bonds specified in the Certificate of Award.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

"*Principal Payment Dates*" means December 1 in each of the years from and including 2015 to and including 2039; provided that the first Principal Payment Date may be deferred up to one year and the last Principal Payment Date may be deferred up to one year or advanced by up to five years as shall be determined by the City Auditor in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City; provided, further, that in no case shall the final Principal Payment Date of the Bonds exceed the maximum maturity limitation referred to in the preambles hereto.

"*Purchase Agreement*" means the Bond Purchase Agreement between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the City Auditor, all in accordance with Section VI.

"*Registrar Agreement*" means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the City Auditor, all in accordance with Section IV.

"*Regulations*" means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

"*Rule*" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

"*SEC*" means the Securities and Exchange Commission.

"*Serial Bonds*" means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

"*Term Bonds*" means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION II. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of \$9,000,000 (the "*Bonds*") for the purpose of paying the costs of improving the Riverfront Development Project, including Hobart Arena and Treasure Island Park, by constructing, rehabilitating, refurbishing and equipping the same, together with all incidental work and related appurtenances thereto (the "*Improvement*"). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, this Ordinance and the Certificate of Award.

The aggregate principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section and shall be an amount determined by the City Auditor in the Certificate of Award to be the aggregate principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section, taking into account the costs of the Improvement, estimates of the Financing Costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the City Auditor, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award and the Purchase Agreement may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of Award and the Purchase Agreement) and any portion of those proceeds received by the City representing accrued interest shall be paid into the Bond Retirement Fund.

SECTION III. Denominations; Dating; Principal and Interest Payment and Redemption Provisions.

The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, provided that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) **Interest Rates and Payment Dates.** The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the City Auditor, subject to subsection (c) of this Section, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) **Principal Payment Schedule.** The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the City Auditor, subject to subsection (c) of this Section, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the City, the City Auditor shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a "Mandatory Redemption Date") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) **Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts.** The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest cost for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Bonds shall not exceed 6.00%.

(d) **Payment of Debt Charges.** The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Bond shall be paid by the Bond Registrar on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the City Auditor, in the name and on behalf of the City, in connection with the book entry system.

(e) **Redemption Provisions.** The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) **Mandatory Sinking Fund Redemption of Term Bonds.** If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "Mandatory Sinking Fund Redemption Requirements").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the City Auditor, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the City Auditor, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the City Auditor, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the City Auditor, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in integral multiples of \$5,000, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the City Auditor in the Certificate of Award, *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the City Auditor to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition, to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Sections III(d) and V, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

SECTION IV. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the City Auditor, in the name of the City and in their official capacities; provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the City Auditor, shall be numbered as determined by the City Auditor in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, this Ordinance and the Certificate of Award.

The City Auditor is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The Mayor and the City Auditor shall sign and deliver, in the name and on behalf of the City, the Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the City Auditor on behalf of the City, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The City Auditor shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Certificate of Award and the Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the City Auditor on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

SECTION V. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office. Subject to the provisions of Sections III(d) and IX(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the City Auditor determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent for that purpose, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the City Auditor may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the City Auditor does not or is unable to do so, the City Auditor, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assignees of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of the City action or inaction, of those persons requesting such issuance.

The City Auditor is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the City Auditor determines to be necessary in connection with a book entry system for the Bonds.

SECTION VI. Sale of the Bonds to the Original Purchaser. The City Auditor is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the City Auditor in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the City Auditor with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance and the Purchase Agreement. The City Auditor is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The City Auditor shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

The Mayor and the City Auditor shall sign and deliver, in the name and on behalf of the City, the Purchase Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the City Auditor on behalf of the City, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

The Mayor, the City Auditor, the Director of Law, the Clerk of Council and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

SECTION VII. Provisions for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

SECTION VIII. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The City Auditor or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The City Auditor or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

SECTION IX. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) **Primary Offering Disclosure -- Official Statement.** The Preliminary Official Statement of the City relating to the Bonds, substantially in the form now on file with the Clerk of Council, is approved. The Mayor and the City Auditor are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) **Application for Rating or Bond Insurance.** If, in the judgment of the City Auditor, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the City Auditor is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The City Auditor is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the City Auditor determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Mayor and the City Auditor are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the City Auditor on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The City Auditor is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the City Auditor shall consult with and obtain legal advice from, as appropriate, the Director of Law and bond or other qualified independent special counsel selected by the City. The City Auditor, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid by the Original Purchaser in accordance with the Certificate of Award and the Purchase Agreement, is authorized and approved, and the City Auditor is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

SECTION X. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering of delivery related legal opinions. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The City Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

SECTION XI. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to promptly deliver a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditor of Miami County, Ohio.

SECTION XII. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section VII) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, this Ordinance, the Certificate of Award, and other authorizing provisions of law.

SECTION XIII. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION XIV. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to timely enter into contracts for the construction of the Improvement; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Adopted: _____

President of Council

Approved: _____

Attest: _____

Clerk of Council

Mayor

ORDINANCE No. O-17-2015

Dayton Legal Blank, Inc.

**ORDINANCE ACCEPTING THE DEDICATION OF A
RIGHT-OF-WAY**

WHEREAS, a plat for the dedication of 0.098 acres of existing part of Inlot 9927, located along the east side of South Stanfield Road at Commerce Center Boulevard, was presented to the Planning Commission of the City of Troy, Ohio, and

WHEREAS, such plat has been submitted to this Council for approval,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Troy, as follows:

SECTION I: That 0.098 acres of existing part of Inlot 9927 in the City of Troy, Ohio, as shown on the attached plat as Exhibit "A", presented to Council and now on file with the Clerk of Council, is hereby dedicated to a public purpose.

SECTION II: That the proper officials of the City of Troy, Ohio are hereby authorized to execute such plat, and authorized to file said dedication plat for record in the Office of the Recorder of Miami County, Ohio.

SECTION III: That this Ordinance shall be effective at the earliest date allowed by law.

Adopted: _____

President of Council

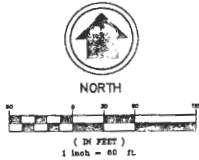
Approved: _____

Attest: _____

Clerk of Council

Mayor

REPLAT OF PART INLOT 9927 CITY OF TROY, MIAMI COUNTY, OHIO

VOLUME _____ PAGE _____
MIAMI COUNTY RECORDER'S RECORD OF PLATS


DESCRIPTION

BEING A REPLAT OF PART INLOT 9927 AS CONVEYED TO AMERICAN HONDA MOTOR COMPANY, INC. BY DEED RECORDED IN DEED BOOK 765, PAGE 658, OF THE MIAMI COUNTY DEED RECORDS

PROPERTY OWNERS CONSENT

THE UNDERSIGNED, THOMAS F. FROMDAHL ON BEHALF OF AMERICAN HONDA MOTOR COMPANY, INC., BEING THE OWNER AND LIEN HOLDER OF THE PARCEL HEREIN REPLATED, DOES HEREBY CONSENT TO THE EXECUTION OF SAID REPLAT AS SHOWN HEREON.

WITNESS

THOMAS F. FROMDAHL
AMERICAN HONDA MOTOR
COMPANY, INC.

STATE OF CALIFORNIA, COUNTY OF _____ SS:

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME THOMAS F. FROMDAHL, FOR SAID OWNER, WHOM ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FORGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF AMERICAN HONDA MOTOR COMPANY, INC. IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTORIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

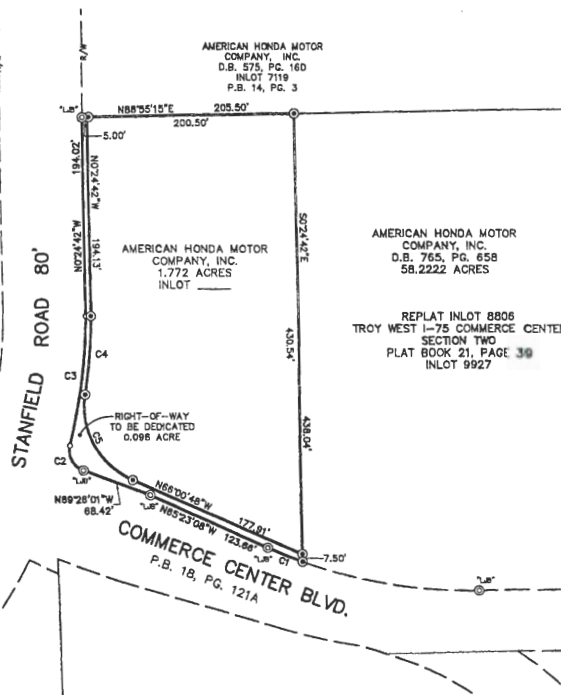
CERTIFICATION

THE WITHIN PLAT IS A REPLAT OF LAND CONTAINING 1.869 ACRES AS DESCRIBED IN A DEED TO AMERICAN HONDA MOTOR COMPANY, INC., OF RECORD IN DEED BOOK 765, PAGE 658, AS RECORDED IN THE DEED RECORDS OF MIAMI COUNTY, OHIO.

THE MEASUREMENTS ARE CERTIFIED CORRECT AND IRON PINS WILL BE SET AS SHOWN.

IBI GROUP

BY _____
David L. Chleso P.S.
Registered Surveyor No. 7740



Curve #	Length	Radius	Delta	C.B.	CHORD
C1	36.33'	470.00'	428.33'	N87°35'58\"W	36.33'
C2	26.77'	25.55'	83°12'28\"	N27°49'34\"W	27.32'
C3	127.84'	940.00'	173°4'28\"	N08°59'32\"E	127.84'
C4	77.93'	945.00'	87°17'34\"	N04°18'08\"E	77.86'
C5	101.30'	78.00'	74°24'41\"	N28°46'28\"W	84.33'

REFERENCES:

MIAMI COUNTY RECORDER'S RECORDS:
DEED BOOK 765, PG. 658
RECORD PLAT 21, PG. 39
RECORD PLAT 18, PG. 121

FEE \$ _____

MIAMI COUNTY RECORDER BY DEPUTY RECORDER

MIAMI COUNTY AUDITOR APPROVED AND TRANSFERRED _____, 2015.

MIAMI COUNTY AUDITOR

BY DEPUTY AUDITOR

THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____ 2015 BY THE TROY PLANNING COMMISSION.

CHAIRMAN SECRETARY

THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____ 2015 BY TROY CITY COUNCIL. REFERENCE ORDINANCE NO. 0-_____, 2015, EFFECTIVE ON _____, 2015.

MAYOR

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

BEARING REFERENCE

BEARINGS SHOWN HEREON ARE BASED ON THOSE AS SHOWN ON PLAT BOOK 21, PAGE 39.

LEGEND

- ⊙ = IRON PIN SET (IBI GROUP/S-5872/S-7740)
- = CUT "X" FOUND
- ⊙ = IRON PIN FOUND (SIZE/CAP AS NOTED)

DEVELOPER
AMERICAN HONDA MOTOR
COMPANY, INC.
151 COMMERCE CENTER BLVD.
TROY, OHIO



635 Brookside Boulevard
Westerville OH 43081 USA
tel 614 818 4900 fax 614 818 4901
ibigroup.com

ORDINANCE No. O-18-2015

Dayne Legal Blank, Inc.

**ORDINANCE ACCEPTING THE FINAL RECORD PLAN OF
THE STORYPOINT PLAT COMMERCIAL PLANNED
DEVELOPMENT**

WHEREAS, the Final Record Plan of the StoryPoint Plat Commercial Planned Development was presented to the Planning Commission of the City of Troy, Ohio; and

WHEREAS, such Final Record Plan conforms to the approved General Plan and the Final Development Plan as submitted for the StoryPoint Plant Commercial Planned Development; and

WHEREAS, the Planning Commission of the City of Troy, Ohio, has recommended approval of the Final Record Plan of the StoryPoint Plat Commercial Planned Development;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Troy, Ohio as follows:

SECTION I: That the Final Record Plan for the StoryPoint Plat Commercial Planned Development, consisting of 14.353 acres, part of Inlot 6047, as set forth in the attached Exhibit A, is hereby approved.

SECTION II: That this Ordinance shall be effective at the earliest date allowed by law:

Adopted: _____

President of Council

Approved: _____

Attest: _____

Clerk of Council

Mayor

PROTECTIVE COVENANTS AND RESTRICTIONS AGREEMENT

THIS PROTECTIVE COVENANTS AND RESTRICTIONS AGREEMENT (this "Agreement") is entered into on this ____ day of _____, 2015, by and between the **CITY OF TROY** ("City"), and **UNIFIED PROPERTY GROUP, LLC**, a Michigan limited liability company, or its assigns ("Owner").

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Property referred to herein, Owner hereby declares that all of the real property described herein shall be held, sold, conveyed and transferred subject to the easements, covenants, conditions and restrictions contained herein, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in such Property.

RECITALS:

A. Owner is the owner of that certain real property located in the City of Troy, County of Miami, State of Ohio (the "Property") as legally described in Exhibit "A".

B. City and Owner desire to enter into this Agreement to set forth certain protective covenants and restrictions relating to the Property.

NOW THEREFORE, in consideration of the covenants hereinafter set forth and other good and valuable consideration, City and Owner agree:

1. **PURPOSE.** It is the intent of these restrictive covenants to require that the Property be developed as an attractive, senior living development site, with ample landscaped open areas, attractive high quality structures, proper and desirable uses and appropriate development. The use of any portion of the Property shall all time conform to the applicable ordinances of the City of Troy, Ohio. In order to protect the owners, tenants and subtenants against improper use and to guard against violation of these goals, the following standards are enacted.

2. **STANDARDS.**

a. **Setbacks.** No building or structures shall be erected within the following minimum setback areas.

- i. From side property line 25 feet
- ii. From rear property lines 25 feet.
- iii. From property lines abutting in the existing or proposed streets along highway rights of way – 25 feet

Where, however, the zoning ordinances of the City of Troy require greater setback, no building structure shall be erected within the minimum setback area provided for therein.

The setback areas are to be used exclusively for utilities, landscaping, lawns, driveways, area walks and off-street parking, providing, however, that no off-street parking be allowed in any front yard setback. Parking shall not be permitted within 10 feet on a right-of-way line on a dedicated street.

- b. Construction. Building constructions and designs should be such as to create a completed structure with four (4) attractive sides of high quality rather than creating a front elevation of significantly different materials from side and rear elevations. The side of any structure that is not facing a public right of way may be constructed of approved materials of the basic design used in the structure.
- c. Parking. Employee/Customer/Owner/Tenant parking will not be permitted on the private or publicly dedicated streets and it will be the responsibility of the Owner to provide the necessary parking facilities. Parking requirements shall be as follows:
 - i. The senior living use shall provide a minimum of one parking space per 1,000 square feet of gross floor space unless otherwise approved by Troy City Council.
 - ii. All parking areas shall be properly maintained by Owner.
- d. Building Materials. No exterior walls, including a rear wall, shall be permitted with exposed galvanized sheet, metal siding, concrete block, or light weight aggregate block, whether painted or not. All major equipment including but not limited to air conditioning equipment, heating equipment, electrical transformers, and dumpsters shall be screened from view with material consistent with the building material. Owner agrees to develop the building on the Property with a combination of vinyl siding and a minimum of: 50%-70% on the 2 story north front elevation, 20%-30% on the north 3 story elevation, approximately 15% on the east and west elevation and 15% on the south 1 story elevation either brick or stone on the exterior and all sides of the building as shown in Exhibit B, described as IL Entry – Brick Option or IL Entry-Stone Option Revised
- e. Waste and Refuse. All materials or refuse, combustible or non-combustible, should be stored and maintained in closed containers. Such containers shall be shielded from view by permanent fully enclosed structures or screens using similar materials of the primary structure and consistent with the design of the building. Such containers shall be kept in a clean and sanitary condition.

- f. Landscaping. All open areas on a parcel not used for building, storage, parking, access roads and loading areas shall be suitably graded and drained and shall be seeded and maintained in grass and shall be further landscaped with trees and shrubs as to provide an attractive setting for the buildings and to screen parking, loading and road areas. The parking area of the site plan will have five percent (5%) of the interior parking area with landscaping per the City of Troy Zoning Code.
- g. Outside Storage and Equipment. No outdoor storage shall be permitted except for a minimal amount of storage which shall be permitted in the carports. Minimal amount of storage shall be defined as no greater than 10% of each carport. In addition the Owner shall be permitted to use 100% of no more than two carports for the storage of tools and equipment provided the stored items cannot be seen from the roadway.
- h. Fences. No fences, walls, hedges or mass planting shall exceed a height of 6 feet nor be erected or installed or permitted to remain within 30 feet of a property line or right-of-way line. Chain link fences are not permitted. Fencing shall be prohibited beyond the front plane of the buildings. Metal fencing shall be prohibited. Notwithstanding the foregoing, Owner shall be permitted to install a wrought iron fence around the detention pond in the event one is required. To the extent permissible under the City of Troy ordinance 521.07, the fence placed to hide trash storage shall be opaque.
- i. Building Coverage. In no case shall coverage by building, access drives and parking exceed a total of seventy percent (70%) of the Property.
- j. Permitted Uses. No more than forty percent (40%) of the Property may be used for retail uses which includes but is not limited to, retail store, café, bistro, pub style restaurant, beauty salons and fitness center. Any and all retail uses of the Property shall be confined to the interior of the building and used solely by the residents or families of the residents of the Senior Living Facility.
- k. Code Compliance. This site will be developed in compliance with all applicable building, engineering, and zoning standards unless specifically stated within this agreement.
- l. Design Layout. The design layout of the Property, including, but not limited to, buildings, sidewalks, parking areas, carports, and other amenities and structures of the Property shall follow the design layout of Exhibit C, which Exhibit C is incorporated herein by reference thereto.

- m. Sidewalks. It is the sole responsibility of the owner to maintain all sidewalks, walking trails, driving lanes and parking areas on the Property to City standards.
- n. Utilities. All utilities of the Property shall be located underground, including, but not limited to, telephone lines, cable lines, electric lines, water lines, sewer lines, etc.
- o. Solar Panels. No solar panels shall be permitted on the Property.
- p. Antennas and Satellite Dishes. No exposed or exterior radio or television transmission or receiving antennas, and no satellite dishes which exceed 24 inches in diameter shall be erected, placed, or maintained on any part of the Property.
- q. Swimming Pools. No outdoor swimming pools shall be permitted on the Property.
- r. Flag Poles. No more than three (3) flag poles are permitted on the Property provided that the top of the flag pole does not exceed the height of the principal structure.
- s. Vehicles. No boat, boat trailer, house trailer, camper, recreational vehicle, tent, or equipment or vehicle of a similar nature shall be parked or stored on the Property. This does not apply to necessary service vehicles to a limited period as may be necessary to service any part of the Property, provided that deliveries are made to the rear of the property. No inoperable motor vehicle shall be parked on any part of the Property. The repair of any motor vehicle on the Property is prohibited except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- t. Signs. All signs shall conform to the City Sign Code requirements for signs as defined under the commercial zoning district. Exterior advertising of retail uses are prohibited.
- u. Clothes Lines. The use of exterior clothes lines shall not be permitted.
- v. Covenants and Restrictions. The Property is required to adhere to the "Amended and Restated Declaration of Covenants and Restrictions," created by HARSON INVESTMENT LTD., as recorded on April 9, 2004 at the Miami County, Ohio Recorder Office, as included in Exhibit D.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY:

CITY OF TROY, a

By: _____

Its: _____

OWNER:

UNIFIED PROPERTY GROUP, a

By: _____

Its: _____

[Notarizations on Following Page]

[Notarization Page to Agreement]

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2015, before me the subscriber, a Notary Public in and for said county, personally appeared _____, as _____ of the **CITY OF TROY**, a _____, to me personally known, who by me duly sworn, did say that said instrument was signed on behalf of said company and acknowledged said instrument to be the free act and deed of the company.

_____, Notary Public
_____, County, _____
My commission expires: _____
Acting in _____ County

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2015, before me the subscriber, a Notary Public in and for said county; personally appeared _____, as _____ of the **UNIFIED PROPERTY GROUP**, a Michigan limited liability company, to me personally known, who by me duly sworn, did say that said instrument was signed on behalf of said company and acknowledged said instrument to be the free act and deed of the company.

_____, Notary Public
_____, County, _____
My commission expires: _____
Acting in _____ County

**THIS DOCUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:**

Adam P. Lumberg, Esq.
Sullivan, Ward, Asher & Patton, P.C.
25800 Northwestern – Suite 1000
Southfield, MI 48075
248-746-0700

EXHIBIT A

**LEGAL DESCRIPTION
PART OF INLOT NUMBER 6047
14.353 ACRES**

Being a part of Inlot number 6047 as recorded in Recorder's Plat Book **10**, page 116 and being located in the City of Troy, Miami County, Ohio and being more fully described as follows:

Beginning at an iron pin set in the northeast corner of Inlot number 9433 as recorded in Recorder's Plat Book 20, page 12 and being also in the southerly right of way line of Towne Park Drive;

thence, North 89°-29'-29" East, 504.86 feet, along the southerly right of way line of Towne Park Drive, to an iron pin set;

thence, Southeasterly, 264.99 feet, along the southwesterly right of way line of Towne Park Drive and the arc of a curve to the right having a radius of 170.00 feet, an internal angle of 89°-18'-32" and a chord 238.96 feet in length bearing South 45°-51'-15" East, to an iron pin set;

thence, South 01°-11'-59" East, 833.62 feet, along the westerly right of way line of Towne Park Drive, to an iron pin set in the northeast corner of Inlot number 10194 as recorded in Recorder's Plat Book 22, pages 18 and 18A;

thence, South 89°-09'-22" West, 175.64 feet, along the northerly line of Inlot number 10194, to an iron pin set;

thence, South 30°-43'-25" West, 50.61 feet, along the northwesterly line of Inlot number 10194, to an iron pin found in a division line for a part of Inlot 6047 as filed in the Miami County Engineer's Record of Lot Surveys Volume 24, Plat 13;

thence, North 59°-16'-35" West, 564.89 feet, along said division line, to an iron pin found in a southeasterly corner of the above referenced Inlot number 9433;

thence, North 00°-30'-31" West, 752.92 feet, along the easterly line of Inlot number 9433, to the principal place of beginning.

Containing 14.353 acres more or less and being subject to all legal highways and easements of record.

The above description was prepared by Steven E. Bowersox, Ohio Professional Surveyor number 7059, based on an actual field survey performed under his direction. The bearings used above are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, GEOID 12A, ODOT VRS CORS Network.

Plat of survey filed in Miami County Engineer's Record of Land Surveys Volume ___, Plat ___



St E Bowersox
6/19/2015



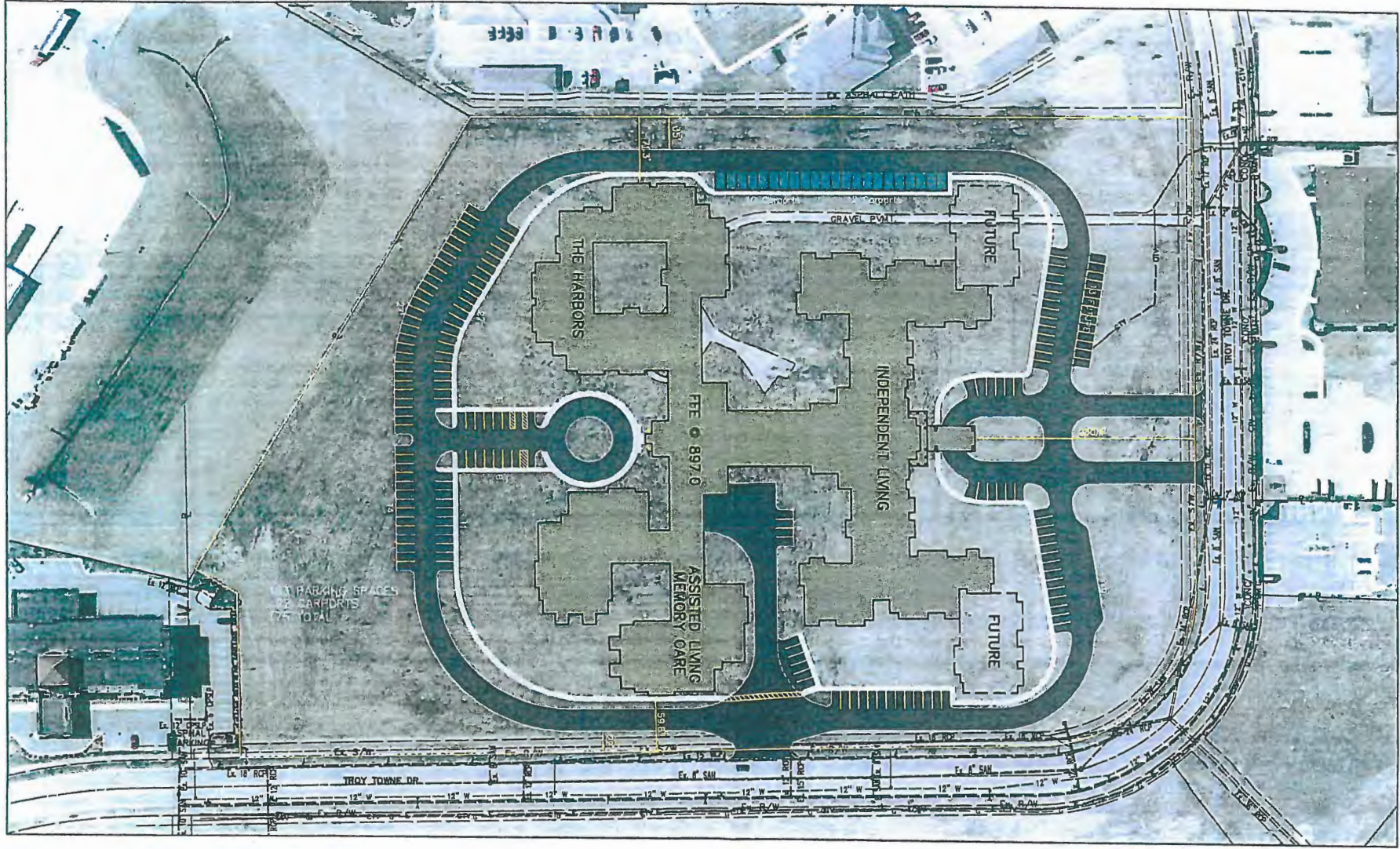
IL ENTRY - ORIGINAL STONE OPTION



IL ENTRY - BRICK OPTION



IL ENTRY - STONE OPTION REVISED



SENIOR LIVING FACILITY
CITY OF TROY, MIAMI COUNTY, OHIO
EXHIBIT C

PREVISIONS:

FILE NAME
MIATRO14190001
DRAWN BY
SEB
CHECKED BY
JSP
PROJECT NO.
MIATRO1419
DATE
01-19-2015
SHEET NUMBER

1 OF 1

44 E. HUNTER ROAD
DOVER, OHIO 43005
(513) 497-0800
www.chicoengineers.com
CHICO ENGINEERS
10000 N. STATE ROAD
LOUISIANA, OHIO 43040
(513) 378-6054

CHOICE ONE
ENGINEERING

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

This instrument is executed this 7th day of April, 2004 by Harson Investments, Ltd., an Ohio Limited Partnership, (the "Developer").

WHEREAS, Developer, pursuant to its power to amend provided in Article IV of the Declaration of Covenants and Restrictions dated June 6, 2003 and filed for record June 12, 2003 at Volume 0738, Page 459 of the Records of the Recorder of Miami County, Ohio (the "Declaration") amended that Declaration of Covenants and Restrictions by the Amendment to Declaration of Covenants and Restrictions dated September 16, 2003 filed at Volume 0742, Page 914 of the Records of the Recorder of Miami County, Ohio (the "Amendment"); and

WHEREAS, Developer now wishes to both extend the operation of the Declaration and the Amendment by including additional real estate and amending certain provisions in respect to the additional real estate to be included; and

WHEREAS, Developer wishes to restate the prior Declaration and Amendment in this document to provide clarity and avoid confusion;

NOW, THEREFORE, Developer, for valuable consideration, hereby declares that the following provisions, covenants and restrictions shall bind and run with the land subject hereto in perpetuity.

I. SUBJECT REAL ESTATE

The real estate which is the subject of the Declaration and Amendment is described as follows:

Situate in the City of Troy, County of Miami and State of Ohio and being Lots Numbered 9430, 9431, 9432, 9493 and 9494 of the consecutive numbers of lots of said City (the "original lots").

The real estate which is to be now included is described as follows:

See Exhibit "A"
(the "highway lots")
and
See Exhibit "B"
(the "interior lots").

II. DEFINITIONS

As used herein, the following terms shall be defined as follows:

MIAMI COUNTY RECORDER
JOHN A. O'BRIEN
0397696
PRESENTED FOR RECORD
MIAMI COUNTY, OHIO
04/09/2004 11:10:55AM
REFERENCES
RECORDING FEE 136.00
PAGES: 15

Midland

0748 PAGE 4, 5

- (a) "Developer" - shall mean Harson Investments, Ltd., its respective successors and assigns or any party or entity to whom or which Harson Investments, Ltd. expressly transfers its rights as Developer under this Declaration upon the condition that such party or entity expressly assumes and agrees to perform the duties of Developer in which case Harson Investments, Ltd. will be relieved of all responsibility therefore;
- (b) "Developer Tract" - shall mean any lot, tract, parcel, real property, or portion of the same, which is owned by Developer and subject to these restrictions;
- (c) "User" - shall mean the person or entity, other than Developer, taking fee simple title to any lot, tract, parcel or real property, or any portion hereof, which is subject to these restrictions, or any person or entity holding any other legal, equitable or other interest in the same, which shall include, but not be limited to any owner, buyer, landlord, lessor, tenant, lessee, sub-tenant or sub-lessee, or occupant, and their respective successors and assigns, but shall exclude any party holding such an interest merely as security for the performance of an obligation;
- (d) "User Tract" - shall mean any lot, tract, parcel, real property, or portion of the same, whether in the original lots, the highway lots or the interior lots described above, which is subject to a fee interest, or equitable interest of a User and subject to these restrictions;
- (e) "Building" - shall mean any building, out building, garage, or any other structure located in, on, or about the real property subject to these restrictions, built for the enclosure and/or storage of any person, animal, chattel, equipment, inventory, or other movable property of any kind, and which is permanently affixed to the ground;
- (f) "Common Area Easements" - shall mean the signage/landscape easements retained by Developer on lots 9430, 9431 and 9432 (City of Troy, Ohio) at the intersection of Towne Park Drive and Experiment Farm Road and the signage/landscape easements to be created by Developer at the point where Towne Park Drive will intersect the south line of Lot 7996 as that lot is now constituted.
- (g) "Hazardous Substance" - shall mean:
- (1) all materials and substances defined as "hazardous substances", "hazardous materials", "toxic substances", "hazardous waste", "toxic chemicals", "solid waste", "infectious waste", or similar terms, as defined in: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. '9601 et seq.), as

amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613), (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. '6901 et seq.), (iii) the Hazardous Materials Transportation Act, 49 U.S.C. '1801 et seq., (iv) Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. '1317), or (v) Sections 3734.01 and Section 3751.01 of the Ohio Revised Code, as any of the same may be amended or supplemented from time to time.

(2) All materials and substances listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances, as the same may be amended or supplemented from time to time;

(3) Any material or substance that is petroleum or a petroleum derivative, asbestos, polychlorinated biphenyl, a flammable explosive, or a radioactive materials; and

(4) Such other substances, materials and wastes that are or become regulated as hazardous or toxic under applicable local, state or Federal law.

(h) "Environmental Laws" - shall mean any federal, state or local law, regulation, administrative ruling, order, ordinance, and the like, pertaining to the protection of the environment or the regulation, handling or disposal of Hazardous Substances whether now in effect (such as, but not limited to, those referred to in the preceding definition for "Hazardous Substances") or which becomes effective in the future.

III. COVENANTS

The following constitute the protective covenants and restrictions for the subject property:

1. Users must supply the Developer with construction and landscape plans prior to any construction or planting and obtain Developer's written approval thereof which approval shall not be unreasonably withheld. Approval will be deemed given if Developer fails to respond within thirty (30) days of receipt of such plans. User shall also provide Developer with a copy of "as built" documents for the completed construction. Any future alterations shall be submitted for approval to Developer in the same manner. No construction, installation, planting or future alteration shall occur without full compliance with this provision.

FILED 19 JUL 14 1984

2. No fence or other barriers shall obstruct pedestrian or vehicular traffic over any easement access area or roadway adjacent to any Developer or User Tract.
3. Should the local governmental authority create a lighting district, the User shall be a participant and comply with all regulations and requirements provided therefore.
4. Users shall be responsible for the construction and installation of and the cost and expense of sidewalks on or adjacent to its User Tract. If a User Tract is located on a corner, User must extend the sidewalk along both abutting streets.
5. User Tracts must include at least five (5) parking spaces per 1000 square feet of Building area (all buildings) constructed on the User Tract.
6. If a drive up window unit is constructed on a User Tract, it must provide for stacking of not less than five (5) automobiles.
7. The Developer and each User must maintain their respective common areas and parking areas.
8. No signage or decals on windows in any buildings on User Tracts are permitted other than temporary signage approved in writing by the Developer.
9. All User Tracts must be maintained in a safe and sanitary condition in accordance with all good business practice for a first class development and in compliance with all applicable governmental regulations, ordinances and laws. This shall include, without limitation: the maintenance of a pest free environment utilizing such extermination services necessary to insure it remains pest free; daily removal of any refuse from any part of the User Tract except trash or refuse containers which shall be properly maintained and used in a manner that prevents refuse materials from escaping onto the User Tract or adjacent Tracts or areas; the painting and staining of all exterior surfaces of Buildings as necessary to eliminate a faded, chipped or peeling appearance; maintenance of all trees and shrubbery so it appears trimmed and healthy and free of worn areas or dead and decaying vegetation; and, in general, free of any other unsightly or offensive appearance that would detract from a first a first class development.
10. No use shall be permitted on a User Tract which is inconsistent with the operation of a first-class mixed use project. Without limiting the generality of the foregoing, the following uses shall not be permitted on the original lots or the highway lots without the Developer's express written consent:
 - (i) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any Building. Notwithstanding the foregoing, this restriction is not meant to apply to normal cooking smells emanating from a restaurant.

- (ii) Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
- (iii) Any "second-hand" store (excluding a bona fide antique store) or "surplus" store;
- (iv) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
- (v) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any Building);
- (vi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- (vii) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts in the metropolitan area where the Purchaser Tract Center is located;
- (viii) Any automobile, truck, trailer or recreational vehicles sales, leasing, display or body shop repair operation;
- (ix) Any bowling lane or skating rink;
- (x) Any movie theater or live performance theater;
- (xi) Any residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multi-family units and other forms of living quarters, including sleeping apartments;
- (xii) Any veterinary hospital or animal raising facilities (except that this prohibition shall not prohibit pet shops);
- (xiii) Any mortuary, funeral home or cemetery;
- (xiv) Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia;
- (xv) Any bar, tavern, Restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages

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for on-premises consumption exceeds twenty-five percent (25%) of the gross revenues of such business. It is the intention of the Developer that the 25% cap on gross revenues from the sale of alcoholic beverages for on premises consumption as contained in this Declaration is meant to mirror the same cap contained in Ohio Revised Code Section 4303.18-1 (I) Permit D-5(i). The Code Section requires that beer and liquor sales do not exceed 25% of gross revenues to obtain and then retain qualification to keep a D-5 (i) liquor license. In the event that the Ohio Revised Code is amended or revised to allow for a higher portion of gross revenues from alcoholic beverage sales for a D-5(i) liquor license, the limitation of this Article III, item 10, subsection (xv) shall be automatically increased to such higher rate allowed by the amended or revised statute.

(xvi) Any health spa, fitness center or workout facility;

(xvii) Any flea market, amusement or video arcade, pool or billiard hall, car wash, or dance hall;

(xviii) Any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided however, this prohibition shall not be applicable to on-site employee training by an Occupant incidental to the conduct of its business or educational facility approved by Developer;

(xix) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Occupant;

(xx) Storage of recreational vehicles, boats, campers, trailers and other vehicles on a permanent basis, on any portion of the property is prohibited. Work related vehicles may be permitted upon the express written consent of Developer. Permanent is defined as exceeding twenty-four (24) hours;

(xxi) All roof equipment and vents shall not be visible from the front elevation of any Building or from any side fronting a primary road; and

(xxii) No fencing is allowed without written approval of the owner of the Developer Tract other than opaque fencing to screen trash storage.

In addition to the foregoing, the following uses shall not be permitted at any time on the highway lots:

(xxiii) Any operation whether or not it sells beer, wine or alcohol that advertises itself as a "gentlemen's club", as an X rated facility, that caters to the prurient interests of its patrons, that has male or female dancers that accept money or other gratuities for their dancing or any other activity, that includes male or female employees that perform lewd, lascivious, licentious or promiscuous acts for value, that provides any sort of entertainment that has men or women performing in various states of undress including but not limited to "g-strings" or "g-strings and "pasties" or "topless" or "topless-bottomless" shall be prohibited.

In respect to the interior lots, only the covenants referred to in this Provision as sub-provisions xiii, xiv, xviii, xix and xxiii shall be applicable unless either part of the land making up the interior lots is further subdivided. For purposes of this provision, the parts making up the interior lots are that part taken from lot 7996 (lot 12 on the Preliminary Plan for Troy Towne Park) and that part taken from lot 6047 (lot 13 on the Preliminary Plan for Troy Towne Park). If either is further subdivided, all of the covenants above, (i) through xxiii, inclusive, shall apply to the subdivided lots.

11. User shall comply with all applicable Environmental Laws. No User shall use, permit the use of, manufacture, treat, store, or dispose of Hazardous Substance on, about, under or in its Tract, or any portion of the surrounding real property subject to these restrictions, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each User agrees to defend, protect, indemnify and hold harmless each other User and the Developer, as applicable, from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including but not limited to costs of investigation, remedial response, and reasonable attorneys' fees and costs of suit arising out of or resulting from any Hazardous Substance used or permitted to be used by such party whether or not in the ordinary course of business.
12. No merchandise, equipment or services, including but not limited to vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored on a User Tract or within any building. Notwithstanding the foregoing, nothing herein is intended to exclude the sale of merchandise which is incidental to the primary use on the Property (such as promotional shirts, hats, clothing, toy vehicles, gift certificates, etc.) in connection with the operation a restaurant.
13. The seasonal display and sale of bedding plants on the sidewalk in front of any Building or within other Common Areas is prohibited without Developer's prior written authorization and shall then be subject to City of Troy ordinances.

14. User shall cause its employees, or the employees of any occupants of its Tract to park their vehicles only on its Tract and in designated parking areas for employee parking.
15. Any signage located on any User Tract, whether for identification purposes or otherwise, shall be subject to and consistent with all applicable governmental laws, ordinances, rules and regulations. No identification sign attached to the exterior of a building on a User Tract shall be:
- (i) placed on canopy roofs extending above the building roof, placed on penthouse walls, or placed so as to project above the parapet, canopy, or top of the wall upon which it is mounted;
 - (ii) placed at any angle to the Building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk;
 - (iii) painted on the surface of any Building;
 - (iv) flashing, moving or audible;
 - (v) employ exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers; or
 - (vi) paper or cardboard signs, temporary signs (exclusive of contractor signs), stickers or decals; provided, however, the foregoing shall not prohibit the placement at the entrance of each Occupant's main building a small sticker or decal, indicating hours of business, emergency telephone numbers, acceptance of credit cards, Security Protection Services and other similar information.
16. Each User (as to its tract) shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance with a combined single limit of liability of One Million (\$1,000,000.00) Dollars for bodily injury, personal injury and property damage, arising out of any one occurrence. The limits hereby required shall be adjusted every five (5) years to reflect inflation as measured by the Consumer Price Index.

Users and Developer shall defend, protect, indemnify and hold harmless each other from and against all claims or demands including any action or proceeding brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including, but not limited to, reasonable attorney's fees and costs of suit, arising out of or resulting from the injury to or death of any person, or damage to the property of any person located on the respective tract owned by each indemnifying party; provided, however, the foregoing obligation shall not apply to

claims caused by the gross negligence or willful act or omission of such other party, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof.

Effective upon the commencement of construction of any building on its Tract and so long as such building exists, User shall carry, or cause to be carried, property insurance with "all-risk" coverage, in the amount of 100% of full replacement cost thereof (excluding footings, foundations or excavations). Upon request by Developer, proof of the existence of such insurance shall be provided to Developer.

17. User shall keep its Tract free and clear of all construction debris on a regular basis, shall not encroach on any surrounding Lots and shall hold Developer harmless from any claims arising from construction activities on User's Tract. User is responsible for all the clean up and removal of all mud and debris left on each Tract or tracked onto the streets or any damage to Developer improvements by its employees, agents, invitees, contractors and subcontractors.
18. User shall leave all sanitary sewer manholes, storm sewer manholes, main water line boxes and water tap box as uncovered and exposed to the finish grade after sodding and seeding or installation of driveways.
19. User is responsible for securing and paying for all individual zoning permits, sewer and water tap-in fees, building permits and other associated fees.
20. All above ground equipment including, HVAC units, storage boxes, electric transformers, gas meters shall be screened by landscaping shrubs and plants at least 3' in height at time of planting. Shrubs and other plants shall be maintained and replaced as needed with similarly specified plants.
21. User shall be part of any lighting district created by the City of Troy. Each User shall be responsible for any and all assessments related to the User Tract assessed by the lighting district whether incurred prior to or after ownership.
22. User (including Developer) shall pay to the Developer a share for operations, maintenance, repairs and replacement of the common area easements retained by Developer, including, without limitation, entrance landscape and watering costs, signage and lighting costs and costs associated with the operation, maintenance, repair and replacement of the drainage system including, without limitation, piping and detention ponds. User shall pay the annual sum equal to \$750.00 times each acre and/or fraction of an acre in the User Tract beginning on the ____ day of _____, 200__. All such funds shall be maintained in a separate account by Developer as Trustee for all Tract owners. The Developer shall pay from such account the expenses or costs of such operations, maintenance, repairs and replacement as the Developer, in its

reasonable judgment shall deem necessary. The Developer shall be entitled to retain from the funds collected a sum equal to the greater of five (5%) percent of the actual annual cost of operation, maintenance, repair or replacement or One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars as an administrative fee for the performance of its duties. Any party obligated by this Declaration or any lease or other agreement to pay any sum due under this provision shall have the right to inspect the records of the Developer, upon reasonable notice, in respect to payments made from these funds.

If, at the time a payment is due and current costs and expenses are paid, the balance of the account is \$30,000.00 or more, no further payments shall be required until the balance is less than \$30,000.00 at which time the payments (in full and not prorated to provide an even balance of \$30,000.00) shall resume beginning with the next annual payment. The Developer shall have the right to increase or decrease the annual payment to reflect actual costs provided the change occurs on a per acre basis. In addition, the Developer shall have the right, upon approved of majority of the owners of Tracts to levy a special assessment to meet emergency costs or expenses.

If any payment is not paid within thirty (30) days of its due date, the Developer may file an affidavit specifying the name of the owner of the Tract for which the payment is due, a description of the Tract and the amount due and the same shall constitute a lien against such Tract from its date of filing until paid subject to any prior liens. In such event, any reasonable attorney's fees associated with the filing of the affidavit or any such fees associated with the enforcement or defense of such lien shall be added to the amount due and also constitute a lien on such Tract.

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23. User (including Developer) shall employ a standard mail delivery box at the street as long as there is rural mail delivery within the real estate subject to this Declaration of Covenants and Restrictions. If the mailbox is a single unit, it shall be Imperial Mailbox Systems Model 820K-6. If the mailbox is a twin unit, it shall be Imperial Mailbox Systems Model T820K-6. All mailboxes shall be black in color. If this manufacturer ceases business or the manufacturer of the above models, a substantially similar model in black shall be used.
24. Developer and any User shall have the right to enforce these covenants and restrictions. In the event any party defaults in its obligations, promises and duties as contained herein, or breaches any of the terms and conditions as contained herein, the non defaulting/non-breaching party shall have the right to enforce said covenants and restrictions by prosecuting any proceeding against the party or parties violating or attempting to violate any one or more of the covenants and restrictions. The parties expressly state that the non-defaulting party shall have any remedy in either law or equity available to it, including the right to recover damages and/or seek injunctive relief to enforce the provisions hereof.

Developer shall have the right, in addition to the remedies described above, to enter upon any part of the User's Tract, at any reasonable time, upon not less than 48 hours notice, to inspect the same for a possible violation or breach of these covenants and restrictions. Where an inspection shows that a violation or breach of these covenants and restrictions exists, Developer, or its authorized agents, representatives and employees, shall have the right to abate and remove any structure, thing or condition causing such violation, at the cost and expense of the owner of the User Tract where the violation exists without any liability to such User for trespass or any other claim resulting from such entry.

The remedies specified in this paragraph are cumulative and do not preclude any other remedy in law or in equity by any party adversely affected by any violation or breach of these covenants and restrictions.

In any proceeding for the enforcement of any of the provisions of these covenants and restrictions, or for the restraint of a violation of any such provision, the losing party shall pay the reasonable attorney's fees and court costs of the prevailing party in such amount as may be fixed by the Court in that proceeding. Notwithstanding anything to the contrary contained herein, or any other indemnity provision contained herein, each party agrees to defend, protect, indemnify and hold harmless each other from and against all claims or demands including any action or proceeding brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, reasonable attorney's fees, professional fees and court costs, arising out of or resulting from the respective parties violation of the terms and conditions hereof.

No delay or failure on the part of any aggrieved party to pursue any available remedy with respect to a violation of any provisions hereof, shall be deemed to be a waiver by such party of, or the estoppel of that party to assert, any right available to such party upon the recurrence or continuation of such violation or the occurrence of any different violation. No provision hereof shall be construed as to place upon the Developer or any other aggrieved party any duty to take any action to enforce the terms and conditions contained herein.

25. The terms and conditions contained herein are to be deemed restrictions and covenants that run with the land and are to be deemed perpetually in full force and effect. Unless otherwise stated herein, such Covenants and Restrictions shall be binding upon the Developer, its successors and assigns and any User now or hereafter having an interest in any part of the subject real property. In the event that this provision of this Declaration shall violate the Rule Against Perpetuities as it may exist in the State of Ohio, any interest which this Declaration may create must vest within twenty-one years after the death of the last child living at the death of Shayna Kolodesh.

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26. If any provision hereof is held to be invalid by any court of competent jurisdiction, the invalidity of such provisions shall not affect the validity of any other provision contained herein. All such other provisions shall continue in full force and effect.

IV. AMENDMENT AND EXTENSION

Developer expressly reserves the right to amend the provisions of this Declaration in order to promote the development of the real estate subject to this Declaration as well as other real estate currently owned by Developer which may be adjacent to or within the vicinity of the subject real estate. This shall include, without limitation, the use to which a User Tract may be put. This right of amendment, however, shall be subject to the following limitations:

1. It may not impose against any User Tract not owned by Developer at the time a more restrictive provision than herein contained without the consent of the owner of that User Tract;
2. It may not subject any User Tract to a greater proportion of a payment obligation than originally provided without the consent of the owner of the User Tract; and
3. It may not impose a requirement on, eliminate a restriction contained herein, or provide any benefit for less than all Developers and User Tracts without the consent of the owners of all User Tracts.

V. DEVELOPER TRANSFER

The Developer may transfer all of its rights and duties under this Declaration of Comments and Restrictions to a successor and such successor shall have all the rights and powers herein provided for the Developer but shall be subject to the same duties and responsibilities as Developer. This transfer shall be subject to the following conditions:

- 1) The transfer shall be made by a written document executed by Developer and its successor which expressly accepts all duties and responsibilities of Developer;
- 2) The successor shall own at least one User Tract which is subject to this Declaration of Covenants and Restrictions;
- 3) The Developer must have no further ownership of any User Tract;
- 4) All funds collected from payments on all User Tracts not then expended shall be paid to the successor; and

5) All records of expenses and work performed fulfilling its duties and responsibilities as Developer shall be transferred to the successor.

Upon appointment of a successor by Developer, the subsequent owners of the lot owned by the appointed successor shall acquire the same rights subject to the conditions above stated. If a subsequent owner is not willing to accept the responsibility of the successor, one shall be selected by a majority vote of all of the owners of lots then subject to this Declaration with each lot having one vote for this purpose. A meeting may be called by any three (3) owners for purposes of a vote upon not less than thirty (30) days written notice to all other owners.

Upon transfer as set forth above, Developer shall have no further responsibility to any owner or User of a Tract except in the event of fraud or illegal dealing.

IN WITNESS WHEREOF, Harson Investments, Ltd. has affixed its signature by its duly authorized general partner this 7th day of April, 2004.

HARSON INVESTMENTS, LTD.
An Ohio Limited Partnership
By Dayton Co., General Partner

By Shayna S. Kolodesh
Shayna S. Kolodesh, President

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged by HARSON INVESTMENTS, LTD., an Ohio Limited Partnership, by Dayton Co., Its General Partner, By Shayna S. Kolodesh, its President.

[Signature]
Notary Public
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

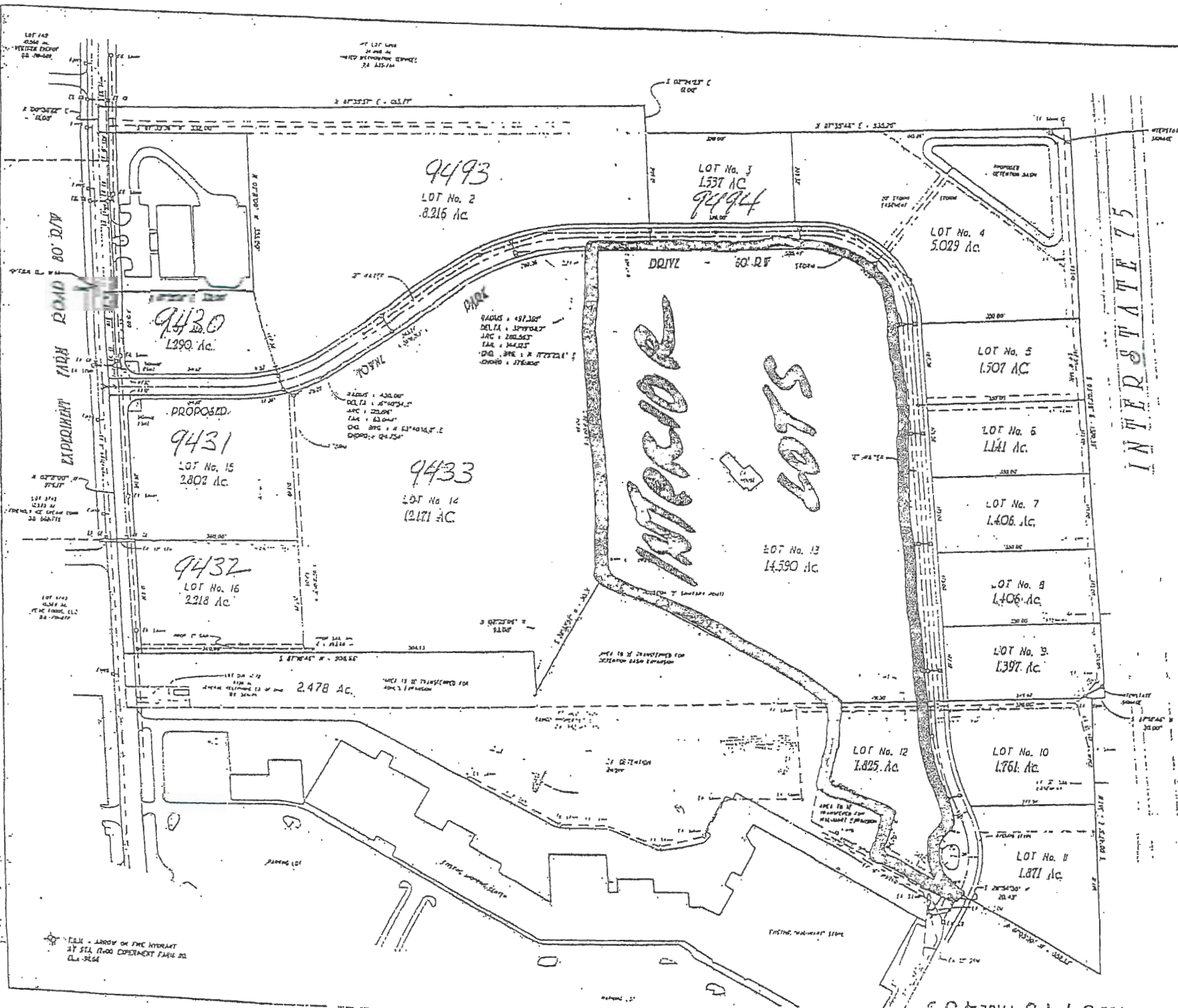
THIS INSTRUMENT PREPARED BY: ALAN A. BIEGEL, ATTORNEY AT LAW
Singer/Amended Declaration-Troy - Last/ 02/17/04 -1
PSE 237407

1978 MAY 14 11 11 AM

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"TRO
PT LOT

SECTION



PD
"TRO."
PT LOT:
SECTION:

ORDINANCE No. O-19-2015

Dayton Legal Blank, Inc.

**ORDINANCE DECLARING MUNICIPALLY OWNED REAL
PROPERTY AS NO LONGER NEEDED FOR MUNICIPAL
PURPOSES AND AUTHORIZING THE SALE OF SUCH
EXCESS PROPERTY**

WHEREAS, the Board of Park Commissioners of the City of Troy, Ohio has identified a parcel of real property within Stonebridge Park that is no longer needed for municipal purposes, and

WHEREAS, state law requires that such land be sold after advertisement and to the highest bidder,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Troy, Ohio as follows:

SECTION I: That the Director of Public Service and Safety of the City of Troy, Ohio is authorized to advertise for bids and enter into any required contract for the sale of the real property listed on Exhibit "A" attached hereto and made a part hereof, which property is found to be no longer needed for any municipal purpose, in accordance with state law and the specifications now on file.

SECTION II: That the Director of Public Service and Safety is hereby authorized to execute any documents necessary for the sale and transfer of the property listed on Exhibit "A", including a deed.

SECTION III: That the Director of Law is hereby authorized to prepare any deeds and documents to complete the sale and transfer of the property listed on Exhibit "A".

SECTION IV: That this Ordinance shall be effective at the earliest date allowed by law.

Adopted: _____

President of Council

Approved: _____

Attest: _____

Clerk of Council

Mayor

EXHIBIT "A"

1.092 Acre Tract, Part of Inlot 10311

Situate in the State of Ohio, County of Miami, City of Troy and being a part of Inlot 10311 in the said City, more particularly described as follows:

Beginning at an iron pin found, which marks the Northwest corner of Inlot 10311, Same being the POINT OF BEGINNING of the description of Part Inlot 10311 herein described;

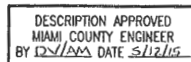
thence N 89°29'56" E, a distance of 572.29 feet to an iron pin found;

thence S 0°17'20" E, a distance of 83.15 feet to an iron pin found;

thence S 89°29'56" W, a distance of 572.12 feet to a capped iron pin set;

thence N 0°24'13" W, a distance of 83.15 feet to the POINT OF BEGINNING; said described tract containing 1.092 Acres, more or less, same being subject to all legal highways, easements and restrictions of record.

Description prepared by Neil E. Teaford, Professional Surveyor #7724,
in accordance with a survey filed in the Miami County Engineer's
Records of Land Surveys Volume 56, Page 100.





ITEMS OF INTEREST

TO: Mayor Beamish
Mrs. Baker, President of Council
Council Members

FROM: Patrick E. J. Titterington, Director of Public Service and Safety

DATE: July 2, 2015

We are providing the following for your information:

- The bid opening for the Water Treatment Plant Lime Slaker was held on June 24 with two bids received in the amount of \$167,000 and \$177,000. The contract was awarded to Danis Industrial Construction Company of Miamisburg, Ohio in the amount of \$167,000. Council authorized \$182,000 for this item.
- Major Project Update:
 - Sidewalk Program 8 – work has restarted with the remainder of the sidewalk marked for replacement. Once the work is complete, assessments will be finalized.
 - Adams Street Phase 2 – contractor is working on the bike path portion of the project and will continue once the weather dries. The Hobart Arena sign and decorative poles are operational. The Community Park fence railing is complete.
 - Sewer Lining Project – Miller Pipeline has completed the relining in Southview and northeast of the river. Miller Pipeline is also progressing with lining of manholes in conjunction with the sanitary sewer lining. Downtown manhole replacement is complete. Layne Inliner has completed lining the Southwest Interceptor and site restoration is progressing.
 - ODOT Paving – work is complete and striping is scheduled to be completed in the next month.
 - Water Tower - Council authorized an agreement for the design of a new Extra High Service Water Tower with the firm of EMH&T. The design kick-off meeting was held and potential sites determined. The City Engineer has contacted property owners to discuss the available opportunities for water tower siting along Washington Road and West Stanfield Road. Positive feedback on potential sites has been received. Site analysis is proceeding by the design engineer. The preliminary engineering report has been finalized after a review meeting with the engineer.

- Curbside Recycling Program for FY 2015-2017 was awarded to Rumpke of Ohio, Inc., the current vendor. With this new new contract, the containers will be changed from bins to 65 gallon containers (with lids) on wheels. Rumpke will be using new vehicles that allow the driver to use an automated system to manipulate the equipment to empty the container without exiting the vehicle. Rumpke has ordered new fuel efficient and environmentally friendly Compressed Natural Gas (CNG) vehicles to use in Troy. However, due to the availability of these vehicles, Rumpke has advised the City that the vehicles are currently not expected to be available prior to early October. In the meantime, the contractor and the City will be developing educational materials regarding the new curbside collection procedures. As previously commented, there are a number of alleys where the recycling collection will need to be changed to street collection to accommodate the new collection vehicles. The educational materials will include information related to this change, as well as addressing the new containers.
- Effective June 15, McKaig Avenue was closed to through traffic from Monroe Street to Madison Street for the construction of the McKaig Road Improvement Project Phase II. This area will be closed until mid-November, 2015. Access for residents in the construction area will be maintained.
- As a reminder, City Offices will be closed on Friday, July 3, in observance of the Independence Day Holiday. Residential trash and recycling will be picked up on July 3. The July 4 holiday will also include a morning parade at 9:00 a.m., and at approximately 10:00 p.m. there will be a fantastic fireworks show. The City also appreciates the assistance of The Troy Foundation and the Concord Township -Board of Trustees for their contributions to the fireworks.
- Attached is a copy of a news release received by the Miami County Commissioners regarding the Miami County Shred Fest scheduled on July 18 from 8:00 a.m. – 12:00 p.m. This free event will take place under the grandstand at the Miami County Fairgrounds, and Miami County residents may bring up to four file boxes of documents for destruction.
- Troy Kids Triathlon will be held on Sunday, July 19. This event is for young people between the ages of 4 – 14, and is part of the River Series. This is an outstanding event that involves young people and has grown substantially every year. Participants in various age groups will swim at the Troy Aquatic Park, run at the Troy Memorial Stadium, and then ride their bikes. The bicycle portion includes the bicycles crossing Adams Street to the Troy Community Park. Because there are so many young participants to provide for their safety, Adams Street will be closed from Water Street to Staunton Road from 7:30 a.m. to approximately noon.

Items of Interest
July 2, 2015
Page Three

- Other information provided by City departments is attached.

Upcoming Events at Hobart Arena

July 9 – 12, 2015	Troy Skating Club Summer Skating Competition
October 24, 2015	Night Ranger and Dennis DeYoung: The Music of STYX Concert
November 20, 2015	Great White and Slaughter Concert

Prouty Plaza Schedule

July 2, 2015	7:30 p.m.	US Army Band Concert
July 10, 2015	7:30 p.m.	Doyle Bros. Concert
July 17, 2015	7:30 p.m.	Jah Soul Concert
July 24, 2015	7:30 p.m.	American Kings Concert
July 31, 2015	7:30 p.m.	Crazy Joe & Madriver Outlaws Concert
August 7, 2015	7:30 p.m.	Floorwalkers Concert
August 16, 2015	7:00 p.m.	Mayors Concert
August 23, 2015	7:00 p.m.	Air Force Band of Flight – Systems Go Concert
August 28, 2015	5-9 p.m.	Troy Streets Alive

Calendar of Meetings

July 6, 2015	7:00 p.m.	Council	City Hall Council Chambers
July 7, 2015	6:00 p.m.	Park Board	Park Office
July 8, 2015	3:30 p.m.	Planning Commission	City Hall
July 15, 2015	4:00 p.m.	Rec Board	Hobart Arena
July 20, 2015	7:00 p.m.	Council	City Hall Council Chambers

If you have any questions, please do not hesitate to contact this office.

Enclosure

cc: Department Heads

**OFFICE OF
COMMISSIONERS OF MIAMI COUNTY**

Sanitary Engineering Department
2200 N County Rd 25-A • Troy, Ohio 45373
(937) 440-3488 • Fax (937) 335-4208



NEWS RELEASE

For Release: Immediate

Contact: Lauren Karch, Solid Waste Coordinator
lkarch@miamicountyohio.gov, 937-440-5653

Miami County Shred Fest 2015

Event to be held July 18th

Are your filing cabinets and desk drawers cluttered? On July 18th, the Miami County Sanitary Engineering Department will offer a free, confidential document shredding service for county residents. The event will take place from 8 am to 12pm under the grandstand at the Miami County Fairgrounds, 650 N Co Rd 25A in Troy.

Shredding will be provided by Crowe Shredding, which guarantees confidential file destruction – documents such as bank statements, tax forms and legal documents will be safely and securely disposed of. Shredded documents will be recycled. The event is free for Miami County residents, who may bring up to four file boxes of documents for destruction.

For questions about this event, please go to Sanitary Engineering at www.miamicountyohio.gov or call the office Monday through Friday from 8 a.m. to 5 p.m. at 937-440-3488.

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Operations
Items of Interest
July 2, 2015

Street – Including Solid Waste – Jerry Mullins, Foreman

- Collected and transported 400 tons of residential trash since the last report of 264 tons.
- Delivered recycling bins as requested.
- Sign shop worked on painting curbs at night.
- Asphalted 1 water service and 13 areas marked for repair.
- Dura-patched over 53 areas marked for repair.
- Collected T-bags and brush. Several letters were sent out for non-compliant brush piles. We continue to remind citizens that brush must be bundled or placed in T-bags in order for it to be collected by the city. We also are reminding citizens that the Dye Mill Road Facility is open, and we offer that facility in lieu of placing brush at the curb. We are also experiencing a large number of yard waste bags that are not City of Troy bags. We are getting these bags as a onetime courtesy and leaving a door tag to let people know that we only collect City of Troy yard waste bags. A list of these addresses is being maintained to note repeat offenders. Non City of Troy bags placed out for the second time will not be collected.
- Cleaned the downtown area for upcoming events.
- Placed out barricades, and performed other preparation work for the Fourth of July and weekend concerts.
- Continued to work on repairing the seam on the west bound lanes of West Main Street.
- We are behind on ditch mowing because of the continual rain fall. Hopefully, we will be able to mow the neighborhood storm ditches very soon. Our specialized ditch mower can only do so much when the ditch is full of water.
- Received a delivery of 800 tons of salt, which gives us a full barn of 1,000 tons to start the next winter season. We still have 500 tons we can order to replenish our barn as the salt is used throughout the winter.

Electrical – Brian Ferree, Foreman

- Completed Ohio Utilities Protection Service requests as needed.
- Installed a new LED security light at the North Market Street ball field.
- Installed new traffic signals at West Main Street and Adams Street and at North Market Street and Staunton Road.
- Completed the electrical department monthly safety report for July.
- Hung the American Flags downtown for the Fourth of July.
- Removed the Strawberry banners from the downtown poles.
- The department removed the temporary electric panels from downtown that were used during the Strawberry Festival.

- Repaired a defective PED button at West Main Street and Dorset Road.
- Set two wooden poles that will be used for future electric services at two meter pits on South Market Street.
- Repaired a flag light on the Public Square fountain.
- Replaced a defective breaker in an electric panel at Lincoln Center.

Water Distribution/Sewer Maintenance - Tom Parsons, Foreman

- Marked numerous Ohio Utilities Protection Service tickets.
- Investigated numerous high consumption alerts.
- Completed a number of work orders for Billing and Collection.
- Shut-off non-payment customers and reconnected as payments were made.
- Installed water lines for flushing and collected bacteria samples at Treasure Island Park and Marina.
- Installed two 6" Inserta-valves, installed fittings to run a temporary line to Richard's Chapel along McKaig, and rerouted the service line to temporarily feed during the construction of McKaig Road Phase 2.
- Collected bacteria samples for the installed water main in Nottingham Subdivision Section 8.
- Installed water lines in Carriage Crossing and Union Street parks for drinking fountains.
- Upgraded water services on Meadow Lane, South Ridge Avenue, Jefferson Street, North Madison Street and Williams Street.
- Jetted and cleaned lines on South Weston Road.
- Vacuumed to find curb stop on McKaig Road.
- Assisted the electricians with setting two power poles on South Market Street for county water pit sump pump installations.

Water Treatment Plant – Jeff Monce

- A licensed professional engineer dive team performed a three hour inspection of the WTP pump well on June 12. This structure was found to be free of any defects or deterioration. The divers deemed the 550,000 gallon pump room sump the cleanest edifice they have inspected, with almost no trace of sediment observed. Over 25 billion gallons of drinking water have passed through this structure since 1999.
- Engineering and WTP staff met with engineers from our contractor on June 9 to review the Preliminary Engineering Report for the new .75 million gallon Extra High Service Tower.
- Contractor continues to remove softening residuals from the west storage lagoon. Nearly 1,400 dry tons of material has been transferred to the Dayton Lime Kiln for reprocessing. This project should be completed in six weeks, with all costs borne by the City of Dayton under the Troy-Dayton Lime Agreement.
- Bids for the new Lime Slaker were opened June 10, with all bids coming in under budget. The new detention-style slaker will be installed in late 2015.
- Completion of the Well 17 upgrades has been delayed by weather and very soggy conditions at the Miami Shores Golf Course.
- The Air Stripper is again idled due to failure of the transfer pumping. Rapid calcium scale formation on pump apparatus due to the stripping and pumping of high calcium well water continues to plague this process. Several costly scale removal and calcium sequestering options are being evaluated to improve pump operations.
- On June 20 Steve Suerdick Jr. participated in the Mohican 100, one of the nation's premier ultra-marathons, completing the 50-mile segment.
- Four applicants for the vacant WTP Operator position were scheduled for interviews on July 2.

Wastewater Treatment Plant – Tim Snider

- Laboratory staff completed DMRQA Study 35 (Discharge Monitoring Report Quality Assurance) Proficiency Testing. Results are pending.
- Staff cleaned scrap and other material from the pad at the back of the plant site in preparation for paving later this year.
- Vendor made a site visit to resolve communication issues with the upgraded radios at the lift stations.
- Worked on our five-year C.I.P. (Capital Improvement Plan).
- Worked on the 2016 budget.
- Staff completed the required preventive maintenance work orders.

Items of Interest
Engineering Department
July 2, 2015

PROJ #	PROJECT	ACTIVE PROJECTS STATUS
2013-11	Barnhart Road, Arthur Road, Oak Street, Scott Street & Frank Street Waterlines	Contract was awarded to Sturm Construction. Work and restoration is complete along Scott and Frank Streets. Barnhart/SR-718 water main installation and testing is completed, and the water main is online. Restoration including driveway culverts along Barnhart Road, Arthur Road (SR718) and Oak Street is progressing. Punch list items including the request of as-built drawings have been forwarded to the contractor for completion.
2013-12	Finsbury, Governors, & Race Waterlines	Contract was awarded to Finrock Construction. All water main is installed. The contractor is performing punchlist items prior to final completion including record drawings.
2014-04 2014-05	Southview & NE River Sewer Relining SW Interceptor Relining	Contract has been awarded to Layne Inliners and Miller Pipeline. We will be notifying property owners as necessary for this project. Layne Inliners has completed the lining of the SW interceptor and site restoration is progressing. Miller Pipeline has completed relining in Southview and NE of the river. Miller Pipeline is progressing with manhole lining.
2013-14	Adams Street Phase 2	This phase of the project is between the Adams Street Bridge and Staunton Road. Project was awarded to LJ DeWeese. Underground utility work is complete. Stone wall work & railing are complete. Contractor is working on bike path portion of the project and will continue once the weather dries. Hobart Arena sign and decorative poles are operational. MV Lighting has been contacted to remove the existing street lighting that was used during construction.
2013-02	Piqua-Troy/Troy-Urbana Intersection	Troy-Urbana intersection was completed on schedule and opened May 1. Final restoration and punchlist items are being performed. Site distance issues to the north are being reviewed. Additional slope easement is being obtained on the northeast corner of the intersection.
2015-01	MIA - Troy East Main Street Downtown Streetscape (PID 93240)	ODOT will fund a portion of this project. Design was completed by Poggemeyer Design Group and has been approved by ODOT. LJ DeWeese Co., Inc. was awarded the project and a preconstruction meeting took place to kickoff the project. A letter to the residents is being sent to all affected property owners and tenants.
2014-16	Hobart Arena Renovation and Expansion	Council approved the recommendation to enter into an agreement with MSA Architects for the design of this project. Design development is progressing and bid alternates are being analyzed. Cost Estimates are being reviewed with the architect. Design development is continuing and bid alternatives being determined as part of the bid package.
2014-17	Marina & Boathouse Renovation	The contract was awarded to Bruns General Contracting. Work is completed on the internal portion of the tower, with the external tower cap work remaining. Canopy connection to the building is being reviewed.
2014-18	Treasure Island Marina & Park Improvements	Council authorized the project in an amount not to exceed \$1,873,000. Contract has been awarded to Double Jay Construction. Contractor has started tree removal and City crews are installing water main.

Items of Interest
Engineering Department
July 2, 2015

PROJ #	PROJECT	ACTIVE PROJECTS STATUS
2014-07	McKaig Road Improvements Phase 2	This phase includes work from Monroe Street to Madison Street (RR tracks). Design was coordinated with utility companies and CSX. CSX application for storm sewer has been submitted. Council authorized the project in the amount not to exceed \$1,142,000. The contract has been awarded to Finrock Construction Company. CSX has provided approval for the J&B stormwater crossing. McKaig Road will be closed until mid-November for street reconstruction. Sanitary sewer laterals are being recorded for condition and location prior to other utility installation.
2014-12	Extra High Service (EHS) Water Tower	Council authorized an agreement for the design of a new Extra High Service Water Tower with the firm of EMH&T. The design kick-off meeting was held and potential sites determined. The City Engineer has contacted property owners to discuss the available opportunities for water tower siting along Washington Road and West Stanfield Road. Positive feedback on potential sites has been received. Site analysis is proceeding forward by the design engineer. The Preliminary Engineering Report has been finalized after a review meeting with the engineer.
2014-03	Water Regionalization Study	Council has authorized a contract with RA Consultants. Staff has submitted all requested information for evaluation, Workshop #2 was held, and the project will continue. Staff and the consultant met with West Milton to discuss details of their existing water system. A separate meeting with Miami County has been scheduled for late July.
2015-05	Sewer Regionalization Study	Council has authorized a contract with RA Consultants, LLC. The City executed the signed agreements. Information is being gathered from Miami County. A meeting to review the financials of the sewer rates is occurring.
2015-03	Washington Road Waterline	Staff entered into an agreement with Choice One Engineering Company for the design of a water loop along Washington Road from West Main Street to West Stanfield Road. Design will begin soon.
2015-04	Nottingham Subdivision Sewer Gravity	Access Engineering, LLC has been authorized to design a gravity sewer from the Nottingham Subdivision to Piqua-Troy Road at Troy-Urbana Road. Design is progressing. Easement requests are being coordinated with the property owners.
ANNUAL/OTHER PROJECTS		
2014-21	Sidewalk Program 8	Council authorized bidding for the Phase 8 sidewalks where the property owner did not take out a permit to do the work. Project was awarded to I.F. Weber. Work has restarted with the remainder of the sidewalk marked for replacement. Once the contract is complete, assessments will be finalized.
2015-14	Paving Program	Council authorized a paving program in the amount of \$1,068,000. That amount includes paving of City streets and other City properties. The contract was awarded to the only bidder, John R. Jurgensen Co. Work will commence in August/September.

Items of Interest
Engineering Department
July 2, 2015

PROJ #	PROJECT	ACTIVE PROJECTS STATUS
	ODOT Paving (PID 91802)	Staff is working with ODOT regarding the paving along SR 55 on the west side of town as well as the traffic circle. Council enacted the final ODOT Legislation. Work has been completed and striping is scheduled to be completed in the next month.
	MV Lighting Street Light Contract - Street Light Conversion	Staff has started working with Miami Valley Lighting (MVL) and MVCC to determine the best way to convert the City's Mercury Vapor (MV) street lights to High Pressure Sodium (HPS) street lights as required by law. As a trial, LED street lights have been installed on Plum Street, Short Street, Adams Street, and along Shaftsbury Road at Adams Street. Street light additions and possible excess lighting are being monitored in conjunction with the Police Department.
	Engineering Electronic File Reorganization	Staff has been working with an outside contractor to make the Engineering electronic files organized in such a way that all staff can have access to most documents. This will improve efficiency with document filing and is expected to reduce the volume of space necessary to keep the electronic files. Staff is re-implementing project numbers as well. Record drawings organization, personnel files clean-up, and project processes continue. P&Z files are also being organized.
2015-11	Updating City Construction Standards	Staff is working with Choice One Engineering to update their standards.
	GPS Data Collection	Collection of data continues.
	Sidewalk, Sewer, and Sump Inspections	Inspections are continuing to be completed when requested.
		SUBDIVISION STATUS
	Edgewater	Section 8 is awaiting final course of asphalt.
2015-07	Halifax	Section 1 underground utilities installation and the initial course of asphalt have been installed.
2007-25	Hawk's Nest	Section 2 awaiting final course of asphalt.
2015-06	Nottingham	Section 7 final course of asphalt will be completed in the next month. Section 8 construction has begun and should be complete by end of the month.
2003-35	Villages of Concord (formerly Oakmont)	Section 5 is awaiting final punch list and final course of asphalt. City is investigating the potential of completing the subdivision via special assessment process.
2007-19	Pleasantview Estates	Section 3 is awaiting final course of asphalt. Section 4 plat has been approved. Construction has not yet begun.
	Stonebridge Meadows	Section 2-B awaiting final course of asphalt and has been scheduled to occur prior to the end of 2015. Section 3 construction plan comments have been returned to the engineer for incorporation.

MEMO

To: Patrick Titterington, Director of Public Service and Safety

From: Tim Davis, Planning & Zoning Manager

Date: June 30, 2015

Subject: Planning Division Update

I have attached two reports which summarize concerns that are being addressed by the Planning Division from June 10, 2015 to June 30, 2015. The first report shows all permits that were issued by the Planning Division. The report contains the address and type of permit and separates the information by each ward. There were 55 permits issued during this time period.

The second report contains the address, type of concern, and a summary of the current status of on-going issues. Both open and closed concerns are listed and are separated by each ward.

As in the past, all costs associated with the removal of trash and elimination of noxious weeds will be invoiced to the property owner. If the property owner does not pay the invoice, the cost will be assessed to the property taxes.

CITY OF TROY
 PERMIT WORK TYPE STATISTICS REPORT
 PERMIT DATE: 06/10/2015 TO 06/30/2015

06/30/2015
 12:35 PM

SUBTOTALS	PERMITS	FEEES	EST. COST

D DEMOLITION-COMMERCIAL	1	26.08	0
F FENCE	5	50.00	0
OC MEDICAL	1	50.00	0
OC OTHER	1	50.00	0
OC RETAIL	1	50.00	0
S FREESTANDING SIGN	1	25.00	0
S REFACE	1	25.00	0
S WALL SIGN	1	47.50	0
ST SEWER TAP - RES	9	10,800.00	0
SU SUMP	1	0.00	0
T COMMERCIAL	2	100.00	0
T RELIGIOUS	1	50.00	0
WT WATER TAP-RES	9	18,000.00	0
Z ABOVE GROUND POOL	3	75.00	0
Z ADDITION COMMERCIAL	1	0.00	0
Z ADDITION RESIDENTIAL	1	25.00	0
Z CARPORT	1	25.00	0
Z DECK	2	50.00	0
Z GARAGE-DETACHED	1	25.00	0
Z PATIO	2	50.00	0
Z SINGLE FAMILY RESIDENCE	3	211.69	0
Z SINGLE FAMILY W/BASMNT	6	589.81	0
Z TOWER	1	100.64	0
=====			
GRAND TOTAL	55	\$30,425.72	

CITY OF TROY - WARD ONE
PERMIT REPORT

2015045F	6/16/2015	473 MAYFIELD CT D08055627 N/A FENCE - 6/15/15 MEADOWLAWN 9	BOWMAN, HAROLD & ROBIN 473 MAYFIELD CT TROY, OH 45373	0 10.00 LV 0 NL 0 BA 0	
/					
2015099Z	6/23/2015	1240 MCGOVERN DR D08101372 N/A ABOVE GROUND POOL - 6/22/15 NORTHBROOK 6	SHORT II, JAMES R 1240 MCGOVERN DR TROY, OH 45373	0 25.00 LV 0 NL 0 BA 0	
/					
2015104Z	6/26/2015	1736 SARATOGA DR NA 8286 SINGLE FAMILY RESIDENCE - 6/10/15 HUNTERS RUN TWO	SAM O'NEAL 249 RIVERSIDE DR TROY, OH 45373	0 70.23 LV 1501 NL 522 BA 0	SAM O'NEAL 249 RIVERSIDE DR TROY, OH 45373 937-875-0442
/					
2989ST	6/11/2015	1736 SARATOGA DR NA 8286 5/8" SEWER TAP - RESIDENTIAL - 6/10/15 HUNTERS RUN TWO	SAM O'NEAL 249 RIVERSIDE DR TROY, OH 45373	0 1200.00 LV 1501 NL 522 BA 0	SAM O'NEAL 249 RIVERSIDE DR TROY, OH 45373 937-875-0442
/					
1248WT	6/11/2015	1736 SARATOGA DR NA 8286 1" WATER TAP - RESIDENTIAL - 6/10/15 HUNTERS RUN TWO	SAM O'NEAL 249 RIVERSIDE DR TROY, OH 45373	0 2000.00 LV 1501 NL 522 BA 0	SAM O'NEAL 249 RIVERSIDE DR TROY, OH 45373 937-875-0442
/					
2015105Z	6/26/2015	1745 SARATOGA DR NA 8287 SINGLE FAMILY RESIDENCE - 6/10/15 HUNTERS RUN TWO	SAM O'NEAL 249 RIVERSIDE DR TROY, OH 45373	0 70.23 LV 1501 NL 522 BA 0	SAM O'NEAL 249 RIVERSIDE DR TROY, OH 45373 937-875-0442
/					
2990ST	6/12/2015	1745 SARATOGA DR NA 8287 5/8" SEWER TAP - RESIDENTIAL 6/10/15 HUNTERS RUN TWO	SAM O'NEAL 249 RIVERSIDE DR TROY, OH 45373	0 1200.00 LV 1501 NL 522 BA 0	SAM O'NEAL 249 RIVERSIDE DR TROY, OH 45373 937-875-0442
/					

1249WT	6/12/2015	1745 SARATOGA DR	SAM O'NEAL	0 SAM O'NEAL
WATER TAP-RES		NA	249 RIVERSIDE DR	2000.00 249 RIVERSIDE DR
		8287		LV 1501 TROY, OH 45373
		1" WATER TAP - RESIDENTIAL 6/10/15	TROY, OH 45373	NL 522 937-875-0442
		HUNTERS RUN TWO 0/0/		BA 0

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2015095Z	6/18/2015	1065 WINDMILL CT	HARLOW BUILDERS, INC.	0 HARLOW BUILDERS
SINGLE FAMILY W/BASMNT		N/A	701 MARKET ST N	107.45 701 MARKET ST N
		10516		LV 2944 TROY, OH 45373
		SGL FAMILY W/BASEMENT - 6/15/15	TROY, OH 45373	NL 2801 937-339-9944
		HALIFAX ESTATES 0/0/		BA 1944

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1255WT	6/26/2015	1065 WINDMILL CT	HARLOW BUILDERS, INC.	0 HARLOW BUILDERS
WATER TAP-RES		N/A	701 MARKET ST N	2000.00 701 MARKET ST N
		10516		LV 2944 TROY, OH 45373
		3/4" WATER TAP - RESIDENTIAL 6/17/15	TROY, OH 45373	NL 2801 937-339-9944
		HALIFAX ESTATES 0/0/		BA 1944

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2996ST	6/26/2015	1065 WINDMILL CT	HARLOW BUILDERS, INC.	0 HARLOW BUILDERS
SEWER TAP - RES		N/A	701 MARKET ST N	1200.00 701 MARKET ST N
		10516		LV 2944 TROY, OH 45373
		3/4" SEWER TAP - RESIDENTIAL - 6/17/15	TROY, OH 45373	NL 2801 937-339-9944
		HALIFAX ESTATES 0/0/		BA 1944

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2015103Z	6/25/2015	1073 WINDMILL CT	KEYSTONE HOMES IN TROY	0 KEYSTONE HOMES
SINGLE FAMILY W/BASMNT		N/A	P O BOX 980	108.04 PO BOX 980
		10518		LV 2505 TROY, OH 45373
		SGL FAMILY W/BASEMENT - 6/23.15	TROY, OH 45373	NL 3299 937-332-8669
		HALIFAX ESTATES 0/0/		BA 2505

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1254WT	6/25/2015	1073 WINDMILL CT	KEYSTONE HOMES IN TROY	0 KEYSTONE HOMES
WATER TAP-RES		N/A	P O BOX 980	2000.00 PO BOX 980
		10518		LV 0 TROY, OH 45373
		1" WATER TAP - RESIDENTIAL - 6/25/15	TROY, OH 45373	NL 0 937-332-8669
		HALIFAX ESTATES		BA 0

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2995ST	6/25/2015	1073 WINDMILL CT	KEYSTONE HOMES IN TROY	0 KEYSTONE HOMES
SEWER TAP - RES		N/A	P O BOX 980	1200.00 PO BOX 980
		10518		LV 0 TROY, OH 45373
		5/8" SEWER TAP - RESIDENTIAL - 6/22/15	TROY, OH 45373	NL 0 937-332-8669
		HALIFAX ESTATES		BA 0

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2997ST	6/26/2015	1077 WINDMILL CT	HARLOW BUILDERS, INC.	0 HARLOW BUILDERS
SEWER TAP - RES		N/A	701 MARKET ST N	1200.00 701 MARKET ST N
		10519		LV 2511 TROY, OH 45373

5/8" SEWER TAP - RESIDENTIAL - 6/17/15 TROY, OH 45373
HALIFAX ESTATES 0/0/

NL 3383 937-339-9944
BA 2511

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2015096Z 6/18/2015 1077 WINDMILL CT HARLOW BUILDERS, INC. 0 HARLOW BUILDERS
SINGLE FAMILY W/BASMNT N/A 701 MARKET ST N 108.94 701 MARKET ST N
10519 LV 2511 TROY, OH 45373
SGL FAMILY W/BASEMENT - 6/15/15 TROY, OH 45373 NL 3383 937-339-9944
HALIFAX ESTATES 0/0/ BA 2511

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1256WT 6/26/2015 1077 WINDMILL CT HARLOW BUILDERS, INC. 0 HARLOW BUILDERS
WATER TAP-RES N/A 701 MARKET ST N 2000.00 701 MARKET ST N
10519 LV 2511 TROY, OH 45373
3/4" WATER TAP - RESIDENTIAL - 6/17/15 TROY, OH 45373 NL 3383 937-339-9944
HALIFAX ESTATES 0/0/ BA 2511

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CITY OF TROY - WARD TWO
PERMIT REPORT

2015008T 6/24/2015 56 FOSS WAY TRUE LIFE COMMUNITY CHURCH 0
RELIGIOUS D08100320 56 FOSS WAY 50.00
N/A LV 0
TRUE LIFE COMM CHURCH-TENTS-6/22/15 TROY, OH 45373 NL 0
SHERWOOD MANOR 1 0/0/ BA 0

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2015049F 6/25/2015 613 INDIANA AVE BACK, CHRISTINA 0
FENCE N/A 613 INDIANA AVE 10.00
N/A LV 0
FENCE - 6/19/15 TROY, OH 45373 NL 0
0/0/ BA 0

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2015007T 6/24/2015 301 MAIN ST W TROY CITY SCHOOLS 0
COMMERCIAL N/A 500 MARKET ST N 50.00
N/A LV 0
HAYNER-TENT (UP 6/28-DOWN 6/28) 6/18/15 TROY, OH 45373 NL 0
0/0/ BA 0

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2015051S 6/24/2015 610 MARKET ST N HESLEP CURTIS 0
REFACE N/A 610 MARKET ST N 25.00
N/A LV 3000
PRATHER AUTOMOTIVE-SIGN REFACE-6/22/15 TROY, OH 45373 NL 0
0/0/ BA 0

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2015041OC	6/24/2015	610 MARKET ST N	PRATHER, ALLEN	0
OTHER		N/A	610 MARKET ST N	50.00
		N/A		LV 3000
		PRATHER AUTOMOTIVE SPECIALIST(OC) 6/22/1	TROY, OH 45373	NL 0
		0/0/		BA 0

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2015042OC	6/24/2015	927 MARKET ST N	STUDABAKER, JEFFREY	0
MEDICAL		N/A	404 CIRCLE DR	50.00
		N/A		LV 1300
		STUDABAKER CHIROPRACTIC (OC) 6/10/15	GREENVILLE, OH 45331	NL 0
		0/0/		BA 0

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2015050S	6/22/2015	691 STAUNTON RD E	TROY BAPTIST TEMPLE	0
FREESTANDING SIGN		D08250465	691 STAUNTON RD E	25.00
		N/A		LV 0
		TROY BAPTIST TEMPLE-FS SIGN-6/19/15	TROY, OH 45373	NL 0
		0/0/		BA 0

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2015091Z	6/17/2015	151 STAUNTON RD W	TROY CITY SCHOOLS	0
ADDITION COMMERCIAL		D08250270	500 N MARKET ST	
		N/A		LV 0
		TROY CITY SCHOOLS-BAND TOWER-6/12/15	TROY, OH 45373	NL 121
		0/0/		BA 0

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2015017SU	6/11/2015	205 NOTTINGHILL LN	KEYSTONE HOMES IN TROY	0
SUMP		N/A	PO BOX 980	0 KEYSTONE HOMES
		10388		PO BOX 980
		SUMP - 3/23/15	TROY, OH 45373	LV 3812 TROY, OH 45373
		NOTTINGHILL		NL 2182 937-332-8669
		0/0/		BA 1630

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CITY OF TROY - WARD THREE
PERMIT REPORT

2015094Z	6/18/2015	910 CLAY ST S	WAGNER, BARBARA & DANNY	0
ABOVE GROUND POOL		N/A	910 CLAY ST S	25.00
		N/A		LV 0
		ABOVE GROUND POOL - 6/15/15	TROY, OH 45373	NL 0
		0/0/		BA 0

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2015090Z	6/11/2015	111 FLORAL AVE	HOUSLEY, TIM	0
CARPORT		N/A	111 FLORAL AVE	25.00
		N/A		LV 0
		CARPORT - 6/10/15	TROY, OH 45373	NL 288
		N/A		BA 0

0/0/

2015087Z	6/10/2015	518 MARKET ST S	PRIEST, DEBRA A	0
GARAGE-DETACHED		N/A	518 MARKET ST S	25.00
		N/A		LV 0
		GARAGE - 6/8/15	TROY, OH 45373	NL 288
				BA 0

2015100Z	6/23/2015	19 ROSS ST W	FREES, TABATHA	0 COMPTON BROTHERS
DECK		N/A	19 ROSS ST W	25.00 11 ROSS ST W
		N/A		LV 0 TROY, OH 45373
		DECK - 6/22/15	TROY, OH 45373	NL 240 937-573-9747
				BA 0

2015048F	6/23/2015	19 ROSS ST W	FREES, TABATHA	0 COMPTON BROTHERS
FENCE		N/A	19 ROSS ST W	10.00 11 ROSS ST W
		N/A		LV 0 TROY, OH 45373
		FENCE - 6/22/15	TROY, OH 45373	NL 0 937-573-9747
				BA 0

2015101Z	6/25/2015	221 ROSS ST W	SMITH, WILLIAM C	0
PATIO		N/A	221 ROSS ST W	25.00
		N/A		LV 0
		DRIVEWAY & CONCRETE PATIO - 6/23/15	TROY, OH 45373	NL 264
				BA 0

CITY OF TROY - WARD FOUR
PERMIT REPORT

2015097Z	6/22/2015	326 ARMAND DR	THOMPSON, SHAY & MICHELLE	0 CLASSIC POOLS
ABOVE GROUND POOL		D08055910	326 ARMAND DR	25.00
		N/A		LV 0
		ABOVE GROUND POOL - 6/18/15	TROY, OH 45373	NL 0
				BA 0

2015085Z	6/10/2015	700 DORSET RD S	TROY CHRISTIAN SCHOOLS	0
TOWER		N/A	700 DORSET RD S	100.64
		N/A		LV 0
		TROY CHRISTIAN-VIDEO TOWER-6/4/15	TROY, OH 45373	NL 64
				BA 0

1250WT	6/12/2015	1408 GOLDEN EAGLE DR	RYAN HOMES	0 RYAN HOMES
WATER TAP-RES		N/A	884 PLEASANT VALLEY DR	2000.00 884 PLEASANT VALLEY
		10442		LV 0 SPRINGBORO, OH 45066
		1" WATER TAP - RESIDENTIAL - 6/8/15	SPRINGBORO, OH 45066	NL 0 937-521-3306
				BA 0

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2015088Z	6/10/2015	1408 GOLDEN EAGLE DR	RYAN HOMES	0 RYAN HOMES
SINGLE FAMILY RESIDENCE		N/A	884 PLEASANT VALLEY DR	71.23 884 PLEASANT VALLEY
		10442		LV 1681 SPRINGBORO, OH 45066
		SINGLE FAMILY RESIDENCE - 6/8/15	SPRINGBORO, OH 45066	NL 442 937-521-3306
				BA 0

0/0/

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2991ST	6/12/2015	1408 GOLDEN EAGLE DR	RYAN HOMES	0 RYAN HOMES
SEWER TAP - RES		N/A	884 PLEASANT VALLEY DR	1200.00 884 PLEASANT VALLEY
		10442		LV 0 SPRINGBORO, OH 45066
		5/8" SEWER TAP - RESIDENTIAL - 6/8/15	SPRINGBORO, OH 45066	NL 0 937-521-3306
				BA 0

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2015092Z	6/17/2015	1419 GOLDEN EAGLE DR	SANDERS, MATTHEW AND DEBBIE	0
DECK		N/A	1419 GOLDEN EAGLE DR	25.00
		10428		LV 0
		DECK - 6/15/15	TROY, OH 45373	NL 300
				BA 0

0/0/

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1253WT	6/25/2015	1609 GRAY HAWK CT	RYAN HOMES	0 RYAN HOMES
WATER TAP-RES		N/A	884 PLEASANT VALLEY DR	2000.00 884 PLEASANT VALLEY
		10456		LV 1801 SPRINGBORO, OH 45066
		1" WATER TAP - RESIDENTIAL - 6/25/15	SPRINGBORO, OH 45066	NL 1273 937-521-3306
				BA 831

0/0/

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2994ST	6/25/2015	1609 GRAY HAWK CT	RYAN HOMES	0 RYAN HOMES
SEWER TAP - RES		N/A	884 PLEASANT VALLEY DR	1200.00 884 PLEASANT VALLEY
		10456		LV 1801 SPRINGBORO, OH 45066
		5/8" SEWER TAP - RESIDENTIAL - 6/24/15	SPRINGBORO, OH 45066	NL 1273 937-521-3306
				BA 831

0/0/

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2015102Z	6/25/2015	1609 GRAY HAWK CT	RYAN HOMES	0 RYAN HOMES
SINGLE FAMILY W/BASMNT		N/A	884 PLEASANT VALLEY DR	80.74 884 PLEASANT VALLEY
		10456		LV 1801 SPRINGBORO, OH 45066
		SGL FAMILY W/BASEMENT - 6/24/15	SPRINGBORO, OH 45066	NL 1273 937-521-3306
				BA 831

0/0/

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2015005D	6/23/2015	751 MARKET ST W	THE KROGER CO.	0
DEMOLITION-COMMERCIAL		D08101136	130 TRI COUNTY PKWY #324	26.08
		N/A		LV 0

KROGER PHARMACY DRIVE THRU-DEMO-3/6/15 CINCINNATI, OH 45246
0/0/

NL 0
BA 0

/

2015098Z	6/22/2015	1253 RIDGEWOOD DR	CULLIS, CASS & JANIE	0	BAYER BUILDERS
ADDITION RESIDENTIAL		N/A	1253 RIDGEWOOD DR	25.00	3830 N RENCH RD
		N/A		LV	600 COVINGTON, OH 45318
		ROOM ADDITION - 6/17/15	TROY, OH 45373	NL	0 937-473-3506
		N/A		BA	0

0/0/

/

CITY OF TROY - WARD FIVE
PERMIT REPORT

2015043OC	6/25/2015	1404 MAIN ST W	VEROS, LLC	0	
RETAIL		N/A	7 PLUM ST S	50.00	
		N/A		LV	0
		ANGELS MARK (OC) 6/23/15	TROY, OH 45373	NL	0
				BA	0

0/0/

/

2015052S	6/26/2015	1404 MAIN ST W	VEROS, LLC	0	
WALL SIGN		N/A	7 PLUM ST S	47.50	
		N/A		LV	0
		ANGELS MARK-SIGNS-6/23/15	TROY, OH 45373	NL	0
				BA	0

0/0/

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2015009T	6/26/2015	701 RIDGE AVE S	HOBART CORP.	0	
COMMERCIAL		N/A	701 RIDGE AVE S	50.00	
		N/A		LV	0
		HOBART CORPORATION - TENT - 6/26/15	TROY, OH 45373	NL	0
				BA	0

0/0/

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CITY OF TROY - WARD SIX
PERMIT REPORT

2015046F	6/18/2015	838 GEARHARDT LN	DIVITOTAWELA, MAHENDRA	0	QUALITY LAWN, LANDSCAPE &
FENCE		N/A	838 GEARHARDT LN	10.00	1565 HUFFORD RD S
		9640		LV	0 CASSTOWN, OH 45312
		FENCE - 6/17/15	TROY, OH 45373	NL	0 937-339-0269
		STANFIELD PLACE		BA	0

0/0/

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2992ST	6/12/2015	504 MEADOW BRIDGE WAY	DENLINGER & SONS BUILDERS	0	DENLINGER & SONS
SEWER TAP - RES		N/A	1291 ARCHER DR	1200.00	1291 ARCHER DRIVE
		10377		LV	2045 TROY, OH 45373
		5/8" SEWER TAP - RESIDENTIAL - 6/9/15	TROY, OH 45373	NL	1685 937-335-9096
				BA	972

0/0/

1251WT	6/12/2015	504 MEADOW BRIDGE WAY	DENLINGER & SONS BUILDERS	0	DENLINGER & SONS
WATER TAP-RES		N/A	1291 ARCHER DR	2000.00	1291 ARCHER DRIVE
		10377		LV	2045 TROY, OH 45373
		1" WATER TAP - RESIDENTIAL - 6/9/15	TROY, OH 45373	NL	1685 937-335-9096
		0/0/		BA	972
		/			
2015086Z	6/10/2015	504 MEADOW BRIDGE WAY	DENLINGER & SONS BUILDERS	0	DENLINGER & SONS
SINGLE FAMILY W/BASMNT		N/A	1291 ARCHER DR	87.30	1291 ARCHER DRIVE
		10377		LV	2045 TROY, OH 45373
		SGL FAMILY W/BASEMENT - 6/9/15	TROY, OH 45373	NL	1685 937-335-9096
		0/0/		BA	972
		/			
1252WT	6/12/2015	1296 RED MAPLE DR	DENLINGER & SONS BUILDERS, INC	0	DENLINGER & SONS
WATER TAP-RES		.N/A	1291 ARCHER DR	2000.00	1291 ARCHER DRIVE
		10377		LV	2045 TROY, OH 45373
		1" WATER TAP - RESIDENTIAL - 6/9/15	TROY, OH 45373	NL	1685 937-335-9096
		0/0/		BA	972
		/			
2015089Z	6/11/2015	1296 RED MAPLE DR	DENLINGER & SONS BUILDERS, INC	0	DENLINGER & SONS
SINGLE FAMILY W/BASMNT		.N/A	1291 ARCHER DR	97.34	1291 ARCHER DRIVE
		10377		LV	2048 TROY, OH 45373
		SGL FAMILY W/BASEMENT - 6/9/15	TROY, OH 45373	NL	2686 937-335-9096
		0/0/		BA	1987
		/			
2993ST	6/12/2015	1296 RED MAPLE DR	DENLINGER & SONS BUILDERS, INC	0	DENLINGER & SONS
SEWER TAP - RES		.N/A	1291 ARCHER DR	1200.00	1291 ARCHER DRIVE
		10377		LV	2045 TROY, OH 45373
		5/8" SEWER TAP - RESIDENTIAL - 6/9/15	TROY, OH 45373	NL	1685 937-335-9096
		0/0/		BA	972
		/			
2015047F	6/18/2015	1304 RED MAPLE DR	MERRITT, DAVID	0	QUALITY LAWN, LANDSCAPE &
FENCE		N/A	1304 RED MAPLE DR	10.00	1565 HUFFORD RD S
		10367		LV	0 CASSTOWN, OH 45312
		FENCE - 6/17/15	TROY, OH 45373	NL	0 937-339-0269
		0/0/		BA	0
		/			
2015093Z	6/18/2015	855 WILLOW CREEK WAY	PARKER, ROBERT & GLORIA	0	
PATIO		D08101858	855 WILLOW CREEK WAY	25.00	
		N/A		LV	0
		CONCRETE PATIO - 6/15/15	TROY, OH 45373	NL	150
		WILLOWCREEK1		BA	0
		0/0/			
		/			

CITY OF TROY
VIOLATION STATISTICS REPORT
06/10/2015 TO 06/30/2015

REASON	INSPECTIONS
BRUSH LETTER (Z)	45
FENCE PROBLEMS (Z)	2
FENCE NO PERMIT (Z)	1
VEHICLE ON GRASS (Z)	1
JUNK VEHICLE (Z)	3
OUTDOOR STORAGE (Z)	2
PROPERTY MAINTENANCE (Z)	5
SIGN VIOLATIONS (Z)	1
TRASH & DEBRIS (Z)	18
TALL WEEDS/GRASS (Z)	27
ZONING PROBLEMS (Z)	3
=====	
TOTAL:	108

CITY OF TROY - WARD ONE
VIOLATIONS BY ADDRESS
06/10/2015 TO 06/30/2015

1188 EDISON AVE	TALL WEEDS/GRASS HERITAGE HILL 6	06/26/15 20151350	06/26/15 STARNES, CHRISTOPHER	06/25/16	
6-26-15 sb Tall weeds, certificate, follow up 7-6-15					
1087 FAIRFIELD RD	BRUSH LETTER MEADOWLAWN 2A	06/16/15 20151247	06/16/15 HOKE, ADA	10/14/15	06/22/15
6/15 sb brush letter sent, follow up 6/22/15 6/18/2015 cz, called and said they have removed the brush. 6-22-15 sb Debris gone. Close.					
1008 GREENFIELD DR	BRUSH LETTER N/A	06/16/15 20151251	06/16/15 WORKMAN, DOUGLAS	10/14/15	06/22/15
6/15 sb brush letter sent, follow up 6/22/15 6-22-15 sb Debris gone. Close.					
473 MAYFIELD CT	FENCE PROBLEMS MEADOWLAWN 9	06/12/15 20151208	06/12/15 BOWMAN, HAROLD & ROBIN	10/10/15	06/23/15
6-12-15 sb Fence being built along back property line with no permit. This went from a chain link fence to a wooden fence. Follow up 7-1-15 6-23-15 sb Rec'd permit. Close.					
480 MAYFIELD SQ E	BRUSH LETTER N/A	06/16/15 20151258	06/16/15 RUSSEL, KENDALL	10/14/15	06/22/15
6/15 sb brush letter sent, follow up 6/22/15 6/18/15 cz, called and said the brush has been cleared. 6-22-15 sb Debris gone. Close.					
432 MEADOW LN	BRUSH LETTER MEADOWLAWN 1	06/16/15 20151260	06/16/15 ULLERY, CHRIS	10/14/15	
6/15 sb brush letter sent, follow up 6/22/15 6-22-15 sb Brush still there, certificate, follow up 7-2-15					
736 MEADOW LN	BRUSH LETTER N/A	06/16/15 20151261	06/16/15 HANIS, PAMELA	10/14/15	06/22/15
6/15 sb brush letter sent, follow up 6/22/15 6-22-15 sb Debris gone. Close.					
1067 MYSTIC LN N	BRUSH LETTER MEADOWLAWN 5A	06/16/15 20151263	06/16/15 BRYAN, BRADLY	10/14/15	06/22/15
6/15 sb brush letter sent, follow up 6/22/15 6-17-15 dp Called and said no brush there. 6-22-15 sb Debris gone. Close.					
1019 NUTMEG SQ S	BRUSH LETTER N/A	06/16/15 20151277	06/16/15 OLSON, IRMA	10/14/15	06/29/15
6/15 sb brush letter sent, follow up 6/22/15 6/17/15 cz, called and said that it is his deceased mother's property. Will have it properly bundled by 6/29/15. 6/29/15 cz, brush removed. Closed.					
1001 SKYLARK DR	BRUSH LETTER N/A	06/16/15 20151267	06/16/15 TROY GOSPEL TABERNACLE	10/14/15	06/22/15
6/15 sb brush letter sent, follow up 6/22/15 6/19/2015 cz, called and said the debris is out of the street. 6-22-15 sb Debris gone. Close.					

43 STONYCREEK RD	BRUSH LETTER	06/16/15 20151269	06/16/15 WALKER, SHARON	10/14/15 COMPLETED	06/22/15
6/15 sb brush letter sent, follow up 6/22/15 6/17/15 cz, called and said that he has bundled up the brush and "Will be watching to see if City workers will pick it up" 6-22-15 sb Debris gone. Close.					
75 STONYCREEK RD	BRUSH LETTER	06/16/15 20151268	06/16/15 SCANCARELLO, MARK	10/14/15 COMPLETED	06/22/15
6/15 sb brush letter sent, follow up 6/22/15 6-22-15 sb Debris gone. Close.					
CITY OF TROY - WARD TWO VIOLATIONS BY ADDRESS 06/10/2015 TO 06/30/2015					
31 CEDAR ST S	TALL WEEDS/GRASS	06/22/15 20151307	06/22/15 PTS SOCIAL CLUB	06/21/16	
6-22-15 sb Tall weeds. Having Mary advertise in paper. Follow up 6-30-15 6-23-15 sb To be published 6-25-15. Follow up 7-1-15					
213 ELM ST S	VEHICLE ON GRASS	06/12/15 20151206	06/12/15 MITCHELL, TED	09/10/15 VEHICLE MOVED	06/24/15
6-12-15 sb Red car parked in back yard. Ted to pick up letter. Follow up 6-23-15 6-12-15 sb Ted picked up letter today. 6-16-15 sb Cathy Cooper tel. I explained to her that she can't park on the grass. She said she has a heart condition, PTSD, and can't climb the stairs. She said her neighbors told her that the city makes exceptions. I explained that no one is permitted to park on the grass. She said she would take care of it. 6-24-15 sb Car gone. Close.					
213 ELM ST S	FENCE PROBLEMS	06/12/15 20151207	06/12/15 MITCHELL, TED	10/10/15	
6-12-15 sb Tenant put up fence without a permit. Ted to pick up. Give until 7-1-15 to remove fence 6-12-15 sb Ted picked up letter today. 6-16-15 sb Cathy Cooper tel. I explained to her that she has to have a fence permit prior to installing a fence. I also told her that the fees are double. She said she would take care of it.					
300 HARRISON ST	TALL WEEDS/GRASS N/A	06/23/15 20151314	06/23/15 WARREN, SHEILA MARIE	06/22/16	
6-23-15 dp TW Certificate follow up 6-30-15.					
300 HARRISON ST	BRUSH LETTER N/A	06/16/15 20151286	06/16/15 WARREN, SHEILA MARIE	10/14/15 REMOVED BY CONTRACTOR	06/29/15
6/16 dp brush letter sent, follow up 6/23/15 6-23-15 dp Brush remains send violation letter Certificate follow up 6-28-15. 6-29-15 dp Brush remains send to OZ close.					
26 HOBART DR	TRASH & DEBRIS	06/24/15 20151321	06/24/15 DOHM, NELSON	10/22/15	
6/23/15 sb, trash and carpet outside. Follow up 6/30/15, Certificate.					
503 INDIANA AVE	PROPERTY MAINTENANCE CULBERTSON HEIGHTS	06/30/15 20151360	06/30/15 PADILLA, WILLIAM	10/28/15	
6/29/15 cz, received a complaint on 503 Indiana Ave regarding their garage. Paint is in bad condition, as well as trimming. Roof will need some work too. Follow up 8/3/15					

460 KIRK LN	BRUSH LETTER	06/16/15 20151253	06/16/15 CHEN, XIAO	10/14/15	
6/15 sb brush letter sent, follow up 6/22/15 6-22-15 sb Brush still there. Certificate, follow up 7-2-15					
104 MADISON ST N	TRASH & DEBRIS N/A	06/26/15 20151347	06/26/15 LIETTE, EDWIN	10/24/15	
6-26-15 dp Noticed a mattress and box out for trash and trash did not pick it up, possible beg bug issue, will send certified to Ed Liette at his office and cc a copy to the tenant follow up 7-2-15.					
1055 MAIN ST E	BRUSH LETTER N/A	06/16/15 20151256	06/16/15 GRUMP, JAMES	10/14/15	06/29/15 TRASH REMOVED
6/15 dp brush letter sent, follow up 6/22/15 6-22-15 dp Remains send Certificate/Certified follow up 6-27-15. 6-29-15 dp Gone close.					
1116 MAIN ST E	BRUSH LETTER N/A	06/16/15 20151254	06/16/15 CONLEY, DONNIVAN	10/14/15	06/29/15 TRASH REMOVED
6/15 dp brush letter sent, follow up 6/22/15 6-22-15 dp Remains send certified/Certificate follow up 6-27-15. 6-29-15 dp Gone close.					
366 MIAMI ST	TALL WEEDS/GRASS N/A	06/24/15 20151332	06/24/15 CREMEANS, DOUGLAS	06/23/16	
6/24/15 sb, TW. Follow up 7/2/15, certified.					
513 MICHIGAN AVE	BRUSH LETTER CULBERTSON HEIGHTS	06/16/15 20151262	06/16/15 BURTON, OTIS	10/14/15	06/22/15 COMPLETED
6/15 sb brush letter sent, follow up 6/22/15 6-22-15 sb Debris gone. Close.					
163 SHAFTSBURY RD	BRUSH LETTER N/A	06/16/15 20151266	06/16/15 MAYO, PAUL	10/14/15	06/22/15 TRASH REMOVED
6/15 dp brush letter sent, follow up 6/22/15 6-22-15 dp Gone close.					
32 FOSS WAY	TALL WEEDS/GRASS	06/15/15 20151233	06/15/15 TAG PROPERTIES GROUP LLC	06/14/16	
6-15-15 dp Previously on 6-3-15 I sent Mr Grove an email asking if he could have the TW on this property abated. Mr Grove resopnded 6-4-15 asking if I was aware of the situation involving this property and an adjacent property that the City had sold land locking his property. He said he was waiting for his attorney Rob Harrelson to advise him how to move forward. City legal staff agreed that even though this is the case he would still be responsible for the yard maintenance on his property. To my knowledge the new owners are not keeping Mr grove from entering upon their property to gain access to his property. I will send a TW letter both ways follow up 6-22-15. Providing two weeks for situation to be resovled between Church and Mr. Grove per a conversation between Mr. Kerber and Mr. Harrelson.					

CITY OF TROY - WARD THREE
VIOLATIONS BY ADDRESS
06/10/2015 TO 06/30/2015

219 CANAL ST E	TRASH & DEBRIS	06/23/15 20151312	06/23/15 ROWLEY DONALD	10/21/15	06/29/15 REMOVED BY CONTRACTOR
6-22-15 dp Complaint of someone possibly running a business out of this location. This cannot be proven but there is trash about the property, some of which I will write separately as outdoor storage. Both ways follow up 6-28-15. 6-25-15 dp Green card back dated 6-24-15 follow up 6-28-15. 6-29-15 dp Some trash remains, sent to OZ close.					

219 CANAL ST E	OUTDOOR STORAGE	06/23/15 20151313	06/23/15 ROWLEY DONALD	07/23/15	
6-22-15 dp While inspecting another issue I noticed a large amount of items around the property that fit being outdoor storage, not sure which tenant, but will send to the Property owner both ways follow up 7-24-15.					
6-25-15 dp Green card back dated 6-24-15 follow up 7-25-15.					
321 CANAL ST E	ZONING PROBLEMS	06/12/15 20151212	06/12/15 WAGNER, SHIRLEY	10/10/15	06/19/15
COMPLETED					
6-12-15 dp Complaint of a tree/bush hanging and blocking the sidewalk. Both ways to owner and cc tenant follow up 6-19-15.					
6-19-15 dp Tree/bush has been cut back so as not to block the sidewalk close.					
6-22-15 dp Green card back dated 6-16-15.					
120 CRAWFORD ST S	ZONING PROBLEMS	06/12/15 20151213	06/12/15 SECURITY LENDING LTD	10/10/15	06/25/15
COMPLETED					
6-12-15 dp Complaint of bushes growing over and blocking the sidewalk. Sent letter both ways, follow up 6-19-15.					
6-19-15 dp Green card back dated 6-15-15-follow up 6-22-15.					
6-19-15 dp Per J Rhoades I have emailed J Mullins to see if one of his guys could trim this off the ROW since I have no agent name as this is a repo and in the Banks name.					
6-23-15 dp J Mullins is going to have a city crew trim this.					
6-25-15 dp This has been removed by the City close.					
120 CRAWFORD ST S	PROPERTY MAINTENANCE	06/12/15 20151214	06/12/15 SECURITY LENDING LTD	10/10/15	
N/A					
6-12-15 dp complaint of soffit/facia damage allowing animals access to the structure Both ways follow up 7-15-15.					
6-19-15 dp Green card back dated 6-15-15 follow up 7-16-15.					
241 CRAWFORD ST S	TALL WEEDS/GRASS	06/11/15 20151198	06/11/15 NEW DIRECTION IRA INC	06/10/16	
N/A					
6-11-15 dp TW send both ways follow up 6-17-15.					
6-17-15 dp Grass still tall 48 hr follow up 6-20-15.					
6-22-15 dp This is still tall and I was going to send to OZ but I received a call from Scott Ward out of Colorado representing the owner and he said his contractor would be taking care of this within 48 hours. I will follow up 6-25-15.					
6-25-15 dp Grass still tall, send to OZ follow up 7-10-15.					
518 CRAWFORD ST S	PROPERTY MAINTENANCE	06/15/15 20151232	06/15/15 IRON HORSE MANAGEMENT INC	10/13/15	
N/A					
6-15-15 dp This property was written up last year and Mr Todd Wound up pleading guilty to another property, 115 S Union St, and paying fines and this case was dismissed. At this time it was requested by the Prosecutors office to allow Mr todd some time to make repairs. I agreed and stated it would be mid June before I would re-inspect which I have and no work has begun, other than the grass being mowed. Send both ways Follow up 7-20-15.					
903 CRAWFORD ST S	BRUSH LETTER	06/16/15 20151287	06/16/15 HARMON, JEFF	10/14/15	06/23/15
TRASH REMOVED					
6/16 dp brush letter sent, follow up 6/23/15					
6/18/2015 cz, brush will be cleared by the weeked.					
6-23-15 dp Gone close.					
1070 DICKERSON DR	BRUSH LETTER	06/16/15 20151282	06/16/15 MOYER, JOHN	02/12/16	06/22/15
TRASH REMOVED					
6/15 dp brush letter sent, follow up 6/22/15					
6/22/2015 cz, called and said that they have picked up the brush.					
6-22-15 dp Gone close.					
734 DIXIE AVE	TRASH & DEBRIS	06/12/15 20151217	06/12/15 GODFREY, JACQUELINE	10/10/15	06/17/15
TRASH REMOVED					
6-12-15 dp Tires and mesc. trash and debris about the property, Certificate follow up 6-17-15.					
6-17-15 dp Trash gone close.					

734 DIXIE AVE	JUNK VEHICLE	06/12/15 20151218	06/12/15 GODFREY, JACQUELINE	10/10/15 COMPLETED	06/25/15
6-12-15 dp Complaint of vehicles in the drive with expired tags and one in the rear yard that appears inoperable, send both ways follow up 6-21-15.					
6-19-15 dp Green card back dated 6-19-15.					
6-25-15 dp Honda and truck in the rear yard gone and the ford now has current tags close.					
904 FRANKLIN ST E	JUNK VEHICLE N/A	06/16/15 20151285	06/16/15 GARRETT, MICHELLE	10/14/15 VEHICLE MOVED	06/26/15
6-16-15 dp Ptl Misirian emailed this to our office. "Driveway for 904 E Franklin St (exits onto Williams St) is a disabled, gray, Pontiac with OH REG ETA6483." Certified follow up 6-24-15.					
6-19-15 dp Green card back undated follow up 6-26-15.					
6-26-15 dp Vehicle gone close.					
930 FRANKLIN ST E	JUNK VEHICLE	06/16/15 20151288	06/16/15 FOGT, SUSAN	10/14/15 VEHICLE MOVED	06/26/15
6-16-15 dp Ptl Misirian emailed this to our office. "Driveway for 930 E Franklin St (opposite block, same driveway layout on other end of alley behind residence) is a white, Oldsmobile with OH REG GEG1186..plates expired October 2014." Certified to property owner with cc to tenant follow up 6-24-15.					
6-22-15 dp Green card back dated 6-18-15 follow up 6-26-15.					
6-26-15 dp Vehicle gone close.					
904 GARFIELD AVE	TALL WEEDS/GRASS	06/24/15 20151323	06/24/15 WRCL LLC	06/23/16	
6/24/15 sb, TW. Follow up 7/1/15, certified.					
904 GARFIELD AVE	TRASH & DEBRIS	06/24/15 20151322	06/24/15 WRCL LLC	10/22/15	
6/23/2015 sb, trash, follow up 6/30/15. Certified.					
726 GRANT ST	SIGN VIOLATIONS N/A	06/22/15 20151309	10/20/15 COLE, BOB		
6-22-15 sb Tel Bob Cole about the old One Call Now sign. He said he would get it covered soon. Follow up 7-17-15					
1114 LONG ST	TRASH & DEBRIS CLOVERDALE	06/30/15 20151353	06/30/15 MORGAN, CHAD	10/28/15	
6-29-15 dp Trash and debris about the property, multiple broken down mowers and other debris Certificate follow up 7-5-15.					
1114 LONG ST	TALL WEEDS/GRASS CLOVERDALE	06/30/15 20151354	06/30/15 MORGAN, CHAD	06/29/16	
6-29-15 dp While on another complaint at this location I also noticed the rear yard grass was quite tall Certificate follow up 7-6-15.					
1143 RACE ST E	TALL WEEDS/GRASS CLOVERDALE	06/23/15 20151316	06/23/15 COX, RICHARD	06/22/16	
6-23-15 dp TW send both ways follow up 6-30-15.					
10 RAPER ST	TRASH & DEBRIS N/A	06/16/15 20151289	06/16/15 FARRIER, JOSEPH R	10/14/15 TRASH REMOVED	06/22/15
6-16-15 dp Received a VM complaint of trash in the rear of the property and upon inspection there is also furniture at the curb. Certificate to 603 S Market St as this is one parcel with 2 addresses. Will cc tenant follow up 6-21-15.					
6-22-15 dp All gone close.					
115 UNION ST S	PROPERTY MAINTENANCE N/A	06/15/15 20151231	06/15/15 TODD RICHARD & JERRI	10/13/15	
6-15-15 dp This property was written up last year and Mr Todd Wound up pleading guilty and paying fines. At this time it was requested by the Prosecutors office to allow Mr todd some time to make repairs. I agreed and stated it would be mid June before I would re-inspect. I have reinspected and no work, other than the grass being mowed, is visible. Send both ways Follow up 7-20-15.					

235 WILLIAMS ST	TALL WEEDS/GRASS N/A	06/12/15 20151216	06/12/15 FOGT, SUSAN	06/11/16
6-12-15 dp TW certificate follow up 6-19-15. 6-19-15 dp grass ok follow up 7-3-15.				
235 WILLIAMS ST	TRASH & DEBRIS N/A	06/24/15 20151334	06/24/15 FOGT, SUSAN	10/22/15 06/29/15 REMOVED BY CONTRACTOR
6-24-15 dp Neighbor complaint of trash in the rear of this property left by the tenants who moved out, also there is a pile of brush in the front. Certificate to owner and follow up 6-29-15. 6-29-15 dp Trash remains send to OZ close.				
229 OAK ST	TALL WEEDS/GRASS N/A	06/22/15 20151310	06/22/15 STAPLETON, MARILYN	06/21/16
6-22-15 dp TW Certified with cc to tenant follow up 6-30-15. 6-29-15 dp Green card back dated 6-26-15 follow up 7-2-15.				
333 SHORT ST S	TALL WEEDS/GRASS N/A	06/24/15 20151318	06/24/15 KATZENBERGER, GEORGE	06/23/16
6/23/2015 sb, TW. Follow up 7/1/15 Certified.				

CITY OF TROY - WARD FOUR
VIOLATIONS BY ADDRESS
06/10/2015 TO 06/30/2015

2395 CARA DR	BRUSH LETTER CONWOOD ESTATES	06/16/15 20151279	06/16/15 LEONHARD, CHRISTIAN	10/14/15 06/22/15 TRASH REMOVED
6/15 dp brush letter sent, follow up 6/22/15 6-22-15 dp Gone close.				
1550 HAWK CIR	TRASH & DEBRIS HAWK COVE	06/24/15 20151329	06/24/15 MORRIS, JOHNNY	10/22/15
6-24-15 dp Frurniture in the curb lawn, this location does not have City trash service, send Certified follow up 6-29-15. 6-29-15 dp Green card back dated 6-26-15 follow up 6-30-15.				
1560 HAWK CIR	TRASH & DEBRIS HAWK COVE	06/24/15 20151328	06/24/15 HEIDENREICH, ERICH	10/22/15
6-24-15 dp Frurniture in the curb lawn, this location does not have City trash service, send Certified follow up 6-29-15. 6-29-15 dp Green card back dated 6-26-15 follow up 6-30-15.				
2636 MAIN ST W	TALL WEEDS/GRASS	06/16/15 20151283	06/16/15 LIETTE, EDWIN	06/15/16
6-16-15 sb Tall weeds, certified, follow up 6-25-15				
317 MARKET ST W	TRASH & DEBRIS N/A	06/24/15 20151326	06/24/15 LAND, BRUCE	10/22/15
6/24/15 sb, limbs in yard, follow up 6/30/15, certificate.				
317 MARKET ST W	TALL WEEDS/GRASS N/A	06/24/15 20151324	06/24/15 LAND, BRUCE	06/23/16
6/24 sb, TW. Follow up 7/1, certificate.				
722 MC KAIG AVE	PROPERTY MAINTENANCE N/A	06/25/15 20151338	06/25/15 FOGT, SUSAN	10/23/15
6-25-15 sb Rec'd call from Steve Schmidt at Fire Dept. The chimney on top of the roof fell off and slid down the roof. It is laying by the edge of the roof and the only thing holding it up are several torn up shingles that are bunched up in front of the huge piece of brick chimney. I tried calling Susan Focht on both her house and cell phone. She doesn't have				

voicemail on either numbers. I have left a message for Rob England at the County Bldg Dept. to see if he can help me out. Items removed. Close.

808 MC KAIG AVE	TRASH & DEBRIS	06/24/15 20151330	06/24/15 DULING, ALAN	10/22/15	
6/24/15 sb, pile of brush along alley. Follow up 6/30/15, Certificate.					
1398 MC KAIG AVE	BRUSH LETTER	06/12/15 20151205	06/12/15 PARKER, SCOTT	10/10/15	06/18/15
6-12-15 sb Brush on street. Certificate, follow up 6-18-15 6-18-15 sb Brush gone. Close.					
1588 MCKAIG AVE	TRASH & DEBRIS N/A	06/19/15 20151296	TROY CHRISTAIN SCHOOLS	NO VIOLATION	06/18/15
6-18-15 dp Complaint of a mattress and box spring out next to a dumpster. Upon inspection I found no trash or a dumpster in the area no Violation close.					
615 MUMFORD DR	TALL WEEDS/GRASS WINDRIDGE PLACE 2	06/26/15 20151348	06/26/15 SPITZER, STEPHEN C	06/25/16	
6-26-15 dp TW in the detention area in the rear of the structure Certificate follow up 7-3-15.					
625 MUMFORD DR	TALL WEEDS/GRASS WINDRIDGE PLACE 2	06/26/15 20151349	06/26/15 TROY INVESTMENT GROUP LLC	06/25/16	
6-26-15 dp TW in the detention area in the rear of the structure Certificate follow up 7-3-15.					
1544 WILLIAMSBURG PL	TALL WEEDS/GRASS OAKMONT CREEK FIVE	06/12/15 20151220	06/12/15 TROY INFINITY LLC	06/11/16	
6-12-15 dp TW certificate follow up 6-19-15. 6-19-15 dp Tall send to OZ follow up 6-30-15.					
1545 WILLIAMSBURG PL	TALL WEEDS/GRASS OAKMONT CREEK FIVE	06/12/15 20151225	06/12/15 TROY INFINITY LLC	06/11/16	
6-12-15 dp TW certificate follow up 6-19-15. 6-19-15 dp Tall send to OZ follow up 6-30-15.					
1559 WILLIAMSBURG PL	TALL WEEDS/GRASS OAKMONT CREEK FIVE	06/12/15 20151224	06/12/15 TROY INFINITY LLC	06/11/16	
6-12-15 dp TW certificate follow up 6-19-15. 6-19-15 dp Tall send to OZ follow up 6-30-15.					
1560 WILLIAMSBURG PL	TALL WEEDS/GRASS OAKMONT CREEK FIVE	06/12/15 20151223	06/12/15 TROY INFINITY LLC	06/11/16	
6-12-15 dp TW certificate follow up 6-19-15. 6-19-15 dp Tall send to OZ follow up 6-30-15.					
1162 WESTRIDGE DR	BRUSH LETTER N/A	06/16/15 20151284	06/16/15 DIXON, WILLIAM	10/14/15	
6/15 sb brush letter sent, follow up 6/22/15 6-22-15 sb Judge Dixon, sent e--mail to Grant. Follow up 6-25-15					
1051 LAUREL TREE CT	TALL WEEDS/GRASS OAKMOND CREEK FIVE	06/12/15 20151226	06/12/15 TROY INFINITY LLC	06/11/16	
6-12-15 dp TW certificate follow up 6-19-15. 6-19-15 dp Tall send to OZ follow up 6-30-15.					

VIOLATIONS BY ADDRESS
06/10/2015 TO 06/30/2015

781 BERKSHIRE RD	TRASH & DEBRIS WESTBROOK 5	06/30/15 20151356	06/30/15 WENRICK, DAVID R	10/28/15	
6-29-15 dp Complaint of trash and debris along the north side and rear of the property, concrete debris, bed frame, old hot Tub...etc. Certificate follow up 7-5-15.					
915 BRANFORD RD	BRUSH LETTER WESTBROOK 13	06/16/15 20151237	06/16/15 GALANIC, PETE	10/14/15	06/22/15 TRASH REMOVED
6/15 dp brush letter sent, follow up 6/22 6-22-15 dp Gone close.					
1644 BROOK PARK DR	TRASH & DEBRIS BROOK PARK NORTH 7	06/12/15 20151219	06/12/15 JAMISON, JACK	10/10/15	06/19/15 TRASH REMOVED
6-12-15 dp Large pile of brush in the street at the curb unbundled, letter sent certified with cc to tenant follow up 6-17-15. 6-16-15 dp Green card dated 6-15-15 follow up 6-19-15. 6-19-15 dp Debris gone close.					
604 CLARENDON RD	BRUSH LETTER WESTBROOK 7	06/16/15 20151240	06/16/15 SMITH DALE	10/14/15	06/22/15 TRASH REMOVED
6/15 dp brush letter sent, follow up 6/22/15 6-22-15 dp Gone close.					
738 CLARENDON RD	BRUSH LETTER WESTBROOK 7	06/16/15 20151241	06/16/15 BADGETT CHARLES R	10/14/15	06/22/15 TRASH REMOVED
6/15 dp brush letter sent, follow up 6/22/15 6/17 cz, called and said that they have no debris. 6-22-15 dp Gone close.					
777 CLARENDON RD	BRUSH LETTER WESTBROOK 7	06/16/15 20151242	06/16/15 HURLEY WILLIAM B	10/14/15	06/29/15 REMOVED BY CONTRACTOR
6/15 dp brush letter sent, follow up 6/22/15 6-22-15 dp Debris remains send violation letter Certified or certificate follow up 6-6-27-15. 6-29-15 dp Received a call from the owner at the end of last weeka nd he said it would be taken care of but it remains send to OZ close.					
1580 CORNISH RD	BRUSH LETTER N/A	06/16/15 20151278	06/16/15 CLINE, GARY	10/14/15	06/29/15 REMOVED BY CONTRACTOR
6/15 dp brush letter sent, follow up 6/22/15 6/17/15 cz, called and said the brush belongs to neighbor who placed it on the property line. 6-22-15 dp Brush remains. This brush is near the property line but clearly appears to belong to this owner, Sent letter. Certified and follow up 6-27-15. 6-29-15 dp Remains send to OZ close.					
1302 COVENT RD	BUMPS IN ROAD WESTBROOK 2	06/16/15 20151243	HISLE, ARNOLD		06/16/15 NO VIOLATION
6/15 dp received complaint regarding bumps in the road. Informed Street Dept, but could not find any issues.					
1302 COVENT RD	BRUSH LETTER WESTBROOK 2	06/16/15 20151244	06/16/15 SHARON	10/14/15	06/22/15 TRASH REMOVED
6/15 dp brush letter sent, follow up 6/22/15 6/18/2015 cz, called and said nothing was there. 6-22-15 dp Gone close.					
777 DARTMOUTH RD	BRUSH LETTER WESTBROOK 7	06/16/15 20151246	06/16/15 WATKINS, BEVERLY	10/14/15	06/22/15 TRASH REMOVED
6/15 sb brush letter sent, follow up 6/22/15 6-22-15 dp Gone close.					

287 DORSET RD S	TRASH & DEBRIS SOUTHBROOK3	06/22/15 20151299	06/22/15 SCHLATER, PATRICIA	10/20/15 COMPLETED	07/01/15
6/19/2015 cz & td received compliant about trash debris lying next to a dumpster where we observed a mattress. Letter sent 6/22/15, certified. Follow up 6/29/15. 6-26-15 sb Green card dated 6-25-15, follow up 7-1-15 7/1/15 cz, mattress removed. Closed.					
1343 FARNHAM RD	FENCE NO PERMIT SOUTHBROOK 1	06/24/15 20151333	06/24/15 SMITH, BENJAMIN	06/24/16	
6-24-15 sb Fence built without a permit. Look at Google Maps. Date of picture is September 2011. There is no fence in the picture. Certificate, follow up 7-10-15					
1358 FARNHAM RD	BRUSH LETTER SOUTHBROOK 1	06/16/15 20151248	06/16/15 DODD, JENNIFER	10/14/15 COMPLETED	06/22/15
6/15 sb brush letter sent, follow up 6/22/15 6/18/15 cz, called and said that they cleaned up the brush. 6-22-15 sb Debris gone. Close.					
1302 FLEET RD	ZONING PROBLEMS WESTBROOK 3	06/15/15 20151234	06/15/15 WENTE, GERALD	10/13/15	
6-15-15 dp Complaint of a trailer being parked in the grass along the garage. Upon inspection I found a camper parked on a gravel extension of the existing concrete drive. While I was there a man came out of the house and I asked him about the camper and the gravel. He said his landlord had parked it there. I asked how long the gravel had been there and he said a few months. I checked Accuglobe for the aerial photo from 2011 and this gravel extension did not exist at that time so this is in violation of the zoning code. I will send a letter to the property owner certificate with a picture of the site today and the accuglobe aerial follow up 6-22-15. 6-18-15 dp Mr Wente came in today and met with me regarding this issue. He was not aware that in 2009 the code regarding this changed and admitted fault. He is going to contact Dan Dalton and have this done in concrete with a permit and asked for additional time to get this lined up and he will keep me advised as to a timeline. 6-23-15 dp Received an email from Jerry and he has Dalton lined up to do the concrete but it will be August before he can get to it. I agreed to this timeline and emailed him a permit application. Follow up 8-15-15.					
773 GLOUCESTER RD	BRUSH LETTER WESTBROOK 5	06/16/15 20151250	06/16/15 LANDIS, RAY S	10/14/15 TRASH REMOVED	06/22/15
6/15 dp brush letter sent, follow up 6/22/15 6/18/15 cz, called and said that they have nothing out front of their house. 6-22-15 dp Gone close.					
309 LAKE ST	PROPERTY MAINTENANCE N/A	06/17/15 20151292	BLACK DIAMOND PROPERTIES	NO VIOLATION	06/17/15
6-17-15 sb Received complaint today from Brent Hanselman about the roof of the garage. Inspected. The shingles are crumbly but there are none missing. The missing ones were repaired last year. Don't feel there is a violation here. Close.					
418 LAKE ST	TRASH & DEBRIS	06/24/15 20151331	06/24/15 SOHAL, ASHOK	10/22/15	
6/24/2015 sb, torn up trash bag by alley. Follow up 6/30/15, certified. Called 6/29/2015 cz, said trash is not his, someone is throwing in back yard. Will clean up.					
1164 MAIN ST W	TALL WEEDS/GRASS	06/30/15 20151355	06/30/15 PAWLACZYK, TIMOTHY & LISA	06/29/16	
6-29-15 dp Complaint of very tall weeds between the detached garage and the east fence row, send letter Certificate follow up 7-6-15.					
1301 MAIN ST W	BRUSH LETTER	06/16/15 20151257	06/16/15 STOVER, PAMELA	10/14/15 TRASH REMOVED	06/22/15
6/15 dp brush letter sent, follow up 6/22/15 6-17-15 dp Owner called and said there is nothing out. 6-22-15 dp Gone close.					

1304 MAIN ST W	BRUSH LETTER N/A	06/16/15 20151255	06/16/15 WIGLEY, KENNETH	10/14/15 COMPLETED	06/22/15
6/15 sb brush letter sent, follow up 6/22/15 6-22-15 sb Debris gone. Close.					
570 NORWICH RD N	BRUSH LETTER N/A	06/16/15 20151264	06/16/15 HARVEY, DENNIS	10/14/15 TRASH REMOVED	06/22/15
6/15 dp brush letter sent, follow up 6/22/15 7-17-15 dp Called and said would be gone this weekend. 6-22-15 dp Gone close.					
1479 SURREY RD	BRUSH LETTER N/A	06/16/15 20151270	06/16/15 VONDERAHE, JERALD	10/14/15 TRASH REMOVED	06/22/15
6/15 dp brush letter sent, follow up 6/22/15 6-22-15 dp Gone close.					
1314 SUSSEX RD	TRASH & DEBRIS N/A	06/22/15 20151311	06/23/15 STRADLING, BLAKE	10/21/15 TRASH REMOVED	06/29/15
6-22-15 dp Complaint regarding brush in the street blocking the roadway. Neighbor had received a brush letter and had removed said brush but called to report this neighbor also had brush out. Certificate follow up 6-27-15. 6-29-15 dp Gone close.					
1324 SUSSEX RD	BRUSH LETTER N/A	06/16/15 20151271	06/16/15 HARBAUGH, RONALD	10/14/15 TRASH REMOVED	06/22/15
6/15 dp brush letter sent, follow up 6/22/15 6/19/2015 cz, called and said that some of the brush belongs to their neighbors (1314 Sussex Rd). 6-22-15 dp Brush gone, will send neighbor a violation letter close.					
1426 SUSSEX RD	TALL WEEDS/GRASS N/A	06/29/15 20151352	06/29/15 FERGUSON, TAMMY	06/28/16	
6-29-15 dp TW especislly in the rear behind the shed, letter sent certificate, follow up 7-6-15.					
19 TAMPLIN DR	TALL WEEDS/GRASS BROAD ACRES	06/23/15 20151315	PAGLIONE, ANTHONY	NO VIOLATION	06/23/15
6-23-15 dp Complaint of TW upon inspection grass was good. No Violation, close.					
31 TAMPLIN DR	TALL WEEDS/GRASS N/A	06/23/15 20151317	06/23/15 HERMAN, JENNIFER	06/22/16	
6-23-15 dp TW letter sent both ways, follow up 6-30-15.					
66 WESTON RD S	BRUSH LETTER	06/16/15 20151273	06/16/15 COOPER, DIXIE	10/14/15 COMPLETED	06/22/15
6/15 sb brush letter sent, follow up 6/22/15 6-17-15 dp Property owner called and said that this is her neighbors at 70 S Weston Rd. She was very angry at getting this letter and said she thought this was taken care of last year. 6-22-15 sb Debris gone. Close.					
1153 YORK LN	BRUSH LETTER WESTBROOK 1A	06/16/15 20151276	06/16/15 LONG, MELBA	10/14/15 TRASH REMOVED	06/29/15
6/15 dp brush letter sent, follow up 6/22/15 6/18/15 cz, called and have cleaned up brush. 6-22-15 dp Remains send certified/Certificate follow up 6-27-15. 6-29-15 dp Gone close.					
1022 CURZON CIR	BRUSH LETTER EDGEHILL	06/16/15 20151245	06/16/15 FOOTE, JOHN	10/14/15 COMPLETED	06/22/15
6/15 sb brush letter sent, follow up 6/22/15 CZ, called 6/18, said there is no brush out front of his property. 6-22-15 sb Debris gone. Close.					

sent 6/22/15 certificate. Follow up 6/30/2015

1023 WHEELER ST	OUTDOOR STORAGE N/A	06/22/15 20151297	06/22/15 PATTON, JAMES & SHIRLEY	07/22/15	
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6/19/15 cz & td, received a compliant about a toilet being outside on the front porch, which was confirmed. Friendly letter sent 6/22/15 certificate. Follow up 6/30/2015

1024 WHEELER ST	BRUSH LETTER	06/16/15 20151274	06/16/15 ATKINS, MARK	10/14/15 COMPLETED	06/22/15
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6/15 sb brush letter sent, follow up 6/22/15
6-22-15 sb Debris gone. Close.

754 WINDSOR RD	BRUSH LETTER N/A	06/16/15 20151275	06/16/15 WINDSOR CASTLE PROPERTY LL	10/14/15 TRASH REMOVED	06/22/15
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6/15 dp brush letter sent, follow up 6/22/15
6/18/2015 cz, Called and said there is nothing in front of their house.
6-22-15 dp Gone close.

1569 MC KAIG AVE	TRASH & DEBRIS	06/22/15 20151298	06/22/15 TWO SIBS LTD	10/20/15 CLOSE	06/22/15
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6/19/2015 cz & td received compliant about trash debris lying next to a dumpster where we observed a mattress. Letter sent 6/22/15, certified. Follow up 6/29/15.

CITY OF TROY - WARD SIX
VIOLATIONS BY ADDRESS
06/10/2015 TO 06/30/2015

40 CARRIAGE CROSSING WAY	BRUSH LETTER CARRIAGE CROSSING 1	06/16/15 20151239	06/16/15 SMALL, ANTHONY	10/14/15 COMPLETED	06/22/15
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6/15 dp brush letter sent, follow up 6/22/15
Called 6/19, said they will take to the dump.
6-22-15 dp Bundled close.

10 FOX HARBOR DR	TALL WEEDS/GRASS FOX HARBOR ONE	06/16/15 20151281	06/16/15 ED LIETTE REALTY INC	06/15/16	
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6-16-15 sb Tall weeds, certified, follow up 6-25-15
Called 6/29 cz, giving until 7/2

25 FOX HARBOR DR	TALL WEEDS/GRASS FOX HARBOR ONE	06/16/15 20151280	06/16/15 ED LIETTE REALTY	06/15/16	
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6-16-15 sb Tall grass, certified, follow up 6-25-15
Called 6/29 cz, giving until 7/2

2517 GALWAY CT	TALL WEEDS/GRASS KINGS CHAPEL 3	06/12/15 20151204	06/12/15 HOYT, TRACY	06/11/16	
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6-12-15 sb Tall grass. Certificate, follow up 6-18-15
6-18-15 sb Grass tall, send to OZ, follow up 7-2-15

2501 GLASGOW DR	BRUSH LETTER KINGS CHAPEL 4	06/16/15 20151249	06/16/15 DAVIS, SUSAN	10/14/15 TRASH REMOVED	06/22/15
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6/15 dp brush letter sent, follow up 6/22/15
6-17-15 dp Called and says no brush there.
6-22-15 dp Gone close.

23 KINGS CHAPEL DR	BRUSH LETTER KINGS CHAPEL 1	06/16/15 20151252	06/16/15 PATEL, JAYANTIBHAI	10/14/15	
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6/15 sb brush letter sent, follow up 6/22/15

6/18/2015 cz, called and said the brush belongs to 2421 St. Andrews.

6-22-15 sb Inspected, as far as I can tell, all of this is belongs to 23 Kings Chapel. It shows as all being on their property. Certificate, follow up 7-2-15

2804 WAGON WHEEL WAY	BRUSH LETTER	06/16/15	06/16/15	10/14/15	06/22/15
	CARRIAGE CROSSING 2	20151272	WESTMEYER, JESSE	TRASH REMOVED	

6/15 dp brush letter sent, follow up 6/22/15

6-22-15 dp Gone close.

2901 PARKWOOD DR	BRUSH LETTER	06/16/15	06/16/15	10/14/15	06/29/15
	CARRIAGE CROSSING 5	20151265	SHATTUCK, WILLIAM	COMPLETED	

6/15 dp brush letter sent, follow up 6/22/15

6-22-15 dp Brush still remains. Send a letter Certificate/Certified follow up 6-27-15. I did stop by last week when someone was home and spoke to a woman regarding this and explained the language, obviously it was not taken seriously.

6-29-15 dp Received a call late last week that this had been bundled, I verified and closed violation.

TROY FIRE DEPARTMENT

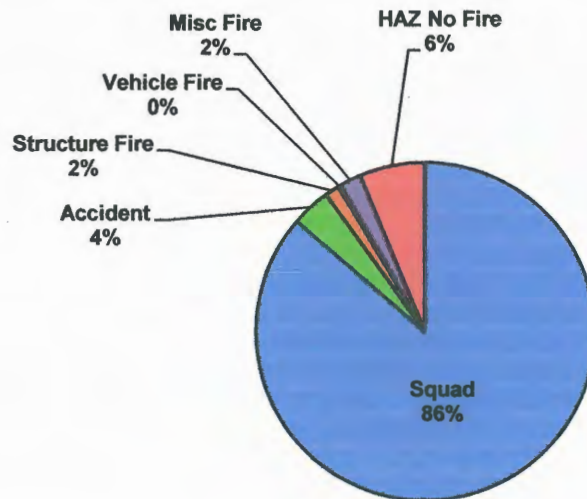
1528 North Market Street Troy, OH 45373



Here are the department's statistics for the month of June. The department has been very active with incidents, training, fire prevention education and inspections.

June Incidents

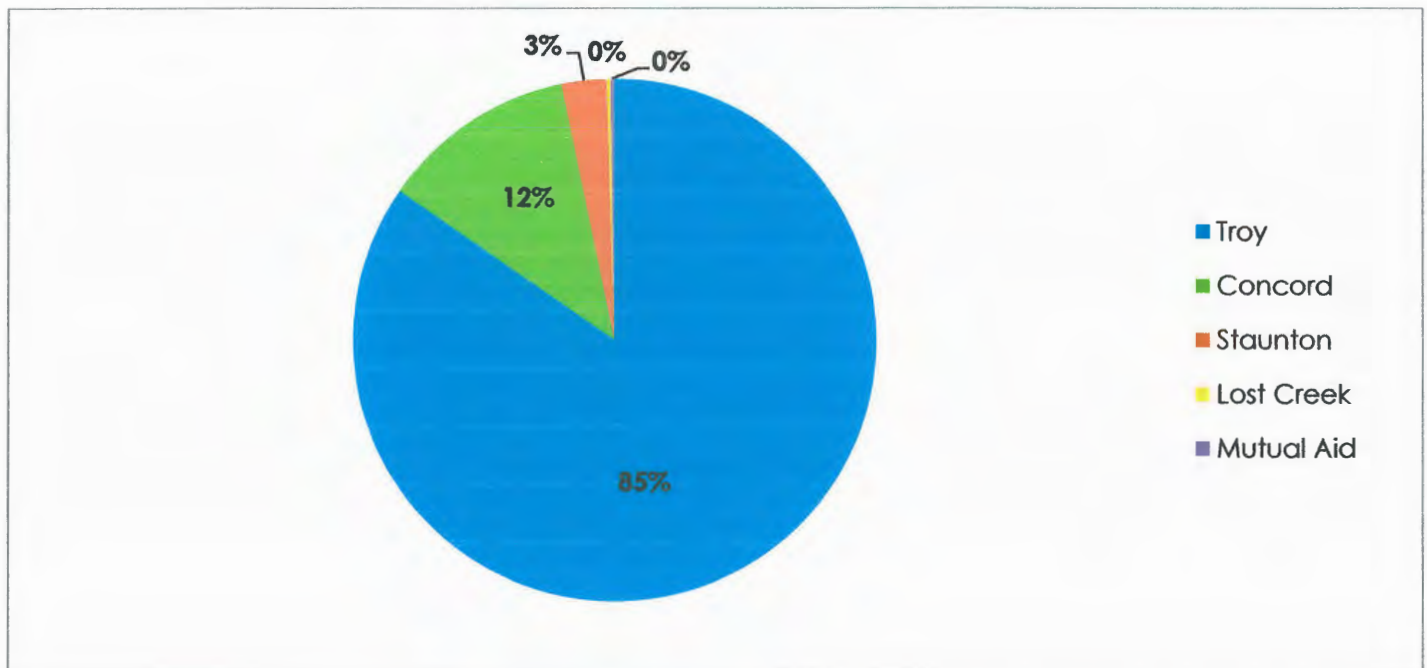
Incidents							
	Troy	Concord	Staunton	Lost Creek	Mutual Aid	Total	% of Fire Calls
Squad	315	43	11	1	1	371	0.86
Accident	10	5	1	0	0	16	0.04
Structure Fire	6	0	0	0	0	6	0.01
Vehicle Fire	1	0	0	0	0	1	0.00
Misc Fire	7	2	0	0	0	9	0.02
HAZ No Fire	25	2	0	0	0	27	0.06
Total Incidents	364	52	12	1	1	430	1.00



Incident Types

2015 Troy Fire Department Incidents

Total Incident Report		
	Total Incidents	% of Total
Troy	364	0.85
Concord	52	0.12
Staunton	12	0.03
Lost Creek	1	0.00
Mutual Aid	1	0.00
Total	430	1.00



Total Response Report				
	EMS Responses	Fire Responses	Total	% of Total
Troy	335	104	439	0.83
Concord	53	21	74	0.14
Staunton	12	4	16	0.03
Lost Creek	1	0	1	0.00
Mutual Aid	2	0	2	0.00
Total	403	129	532	1.00

2015 Troy Fire Department Responses

Fire Responses

Fire Response Report						
Unit	Troy	Concord	Staunton	Lost Creek	Mutual Aid	Total
Engine-1	56	17	4	0	0	77
Engine-2	11	0	0	0	0	11
Engine-3	8	0	0	0	0	8
Tanker-1	0	0	0	0	0	0
Tower-1	5	0	0	0	0	5
Grass-1	2	0	0	0	0	2
Truck-8	22	4	0	0	0	26
Total	104	21	4	0	0	129

Medic Assists					
	Troy	Concord	Staunton	Lost Creek	Total
Engine 1	29	13	4	0	46
Truck-8	19	4	0	0	23
Grass-1	2	0	0	0	2
Total	50	17	4	0	71

EMS Responses

EMS Response Report						
Unit	Troy	Concord	Staunton	Lost Creek	Other	Total
Medic-1	156	22	0	0	1	179
Medic-2	85	5	10	0	0	100
Medic-3	92	26	2	1	1	122
Medic-4	2	0	0	0	0	2
Total	335	53	12	1	2	403

Fire / Auto Loss

Fire / Auto Loss			
Locale	Fire Loss	Auto Loss	Total Loss
Troy	\$ 71,000.00	\$ 3,100.00	\$ 74,100.00
Concord			\$ -
Staunton			\$ -
Mutual Aid			\$ -
Total	\$ 71,000.00	\$ 3,100.00	\$ 74,100.00

Narrative:

Run #2452, June 12, 2015

Overloading of an electrical circuit due to new air conditioner installation resulted in \$5,000 loss to the structure and \$250 loss to the contents.

Run #2559, June 19, 2015

An undetermined fire in the kitchen resulted in \$25,000 damage to the structure and \$10,000 damage to the contents.

Run #2596, June 22, 2015

An undetermined fire in the kitchen resulted in \$20,000 loss to the structure and \$10,000 loss to the contents.

The following are the statistics for the Fire Prevention Bureau. We have been very busy in public education, inspections, consultations and responding to emergency incidents. We are currently fully staffed and are working diligently on multiple projects.



June Fire Prevention Stats

General Inspections:	91
Re-Inspections:	21
Plan Reviews:	20
Fire Prevention Permits:	4
Fire Investigations:	3
Fire Responses:	2
Ambulance Responses:	9
Public Education Events:	10
Persons in Attendance at PE Events:	504
Car Seats:	1
Short Shift Hours:	2

July 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3 July 4th Holiday Observed City Offices Closed 	4 Happy 4th of July 
5	6 7:00 p.m. Council	7 6:00 p.m. Park Board	8 3:30 p.m. Planning Commission	9	10	11
12	13	14	15 4:00 p.m. Rec Board @ Hobart Arena	16	17	18
19	20 7:00 p.m. Council	21	22 3:30 p.m. Planning Commission	23	24	25
26	27	28	29	30	31	

July 2015

Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																				
<div> <div>June</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td><td></td></tr> </table> </div> <div> <div>August</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </table> </div>			S	M	T	W	T	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					S	M	T	W	T	F	S		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					1 9:00 AM - 1:15 PM FREESTYLE 1:30 PM - 2:30 PM LINCOLN CENTER 2:45 PM - 3:30 PM FREESTYLE 6:40 PM - 7:40 PM DROP IN 5-10 7:50 PM - 8:50 PM DROP IN 11-14 9:00 PM - 10:00 PM DROP IN 15-18	2 9:00 AM - 5:00 PM FREESTYLE 5:30 PM - 6:00 PM SNOW PLOW 6:00 PM - 7:00 PM BASIC/HOCKEY SKILLS	3 BUILDING CLOSED!!!!	4 BUILDING CLOSED!!!!
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